

CINCINNATI BELL TELEPHONE COMPANY

AND

TIME WARNER TELECOM OF OHIO, L.P.

FOR

KENTUCKY

EFFECTIVE JUNE 14, 2001

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATION ACT OF 1996**

This Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Agreement**”), is dated as of the ____ day of _____, 2001, by and between Cincinnati Bell Telephone Company, an Ohio corporation with offices at 201 E. Fourth Street, Cincinnati, Ohio 45202 (“**CBT**”), and Time Warner Telecom of Ohio, L.P., a limited partnership formed under the laws of the state of Delaware with offices at 4625 West 86th Street, Suite 500, Indianapolis, IN 46268 (“**TWTC**”).

RECITALS AND PRINCIPLES

A. CBT is an Incumbent Local Exchange Carrier, as defined by the Act, authorized to provide certain Telecommunications Services within the state of Kentucky more particularly described as LATA 922.

B. CBT is engaged in the business of providing, among other things, local Telephone Exchange Service within Kentucky.

C. TWTC has been granted authority to provide certain local Telephone Exchange Services within the areas of Kentucky where it intends to provide services pursuant to this Agreement and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to provide for compliance with their respective obligations under the Act, including Interconnection of their facilities and equipment so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

E. Effective June 14, 2001, this Interconnection Agreement supercedes and replaces the Interconnection Agreement between the Parties, filed with the Kentucky Public Service Commission on March 21, 2001 in Case No. 2000-141 with an Effective Date of December 18, 1999.

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TWTC and CBT hereby agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings specified below in this Article I and as defined elsewhere within this Agreement. In addition, Parties acknowledge that certain terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Execution Date.

1.1 **“Act”** means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules, regulations and applicable orders of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

1.2 **“Affiliate”** is As Defined in the Act.

1.3 **“Agreement for Switched Access Meet Point Billing”** means the Agreement for Switched Access Meet Point Billing dated as of the Execution Date by and between the Parties.

1.4 **“AMA”** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

1.5 **“As Defined in the Act”** means as specifically defined by the Act.

1.6 **“As Described in the Act”** means as described in or required by the Act.

1.7 **“Automatic Number Identification”** or **“ANI”** means a multifrequency or CCS7 Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to E9-1-1, **“ANI”** means a feature by which the calling party’s telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display.

1.8 **“Automated Report Management Information System (“ARMIS”)** means the most current ARMIS 4308 Report issued by the FCC.

1.9 **“Bellcore”** means Telcordia Technologies formerly Bell Communications Research, Inc.

1.10 **“Bill Date”** means the date that a bill is issued by a Party.

1.11 **“Billing Number”** means the number to which charges for a call are billable.

1.12 **“BLV/BLVI Traffic”** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

1.13 **“Bona Fide Request”** means the request process set forth on Schedule 3.2.

1.14 **“Business Day”** means Monday through Friday excluding the following holidays: New Years Day (or closest weekday), President’s Day, Good Friday, Memorial Day, Independence Day (or closest weekday), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (or closest weekday).

1.15 **“Calling Party Number”** or **“CPN”** means a Common Channel Interoffice Signaling parameter which refers to the number transmitted through the network identifying the calling party.

1.16 **“Carrier Access Billing System (CABS)”** means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2,3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-01869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

1.17 **“Carrier Identification Code”** or **“CIC”** means a three or four digit number assigned to an IXC that identifies that carrier’s traffic.

1.18 **“Central Office Switch”** or **“Central Office”** or **“CO”** means a switching entity within the public switched telecommunications network, including but not limited to:

- a. End Office Switches which are Class 5 switches from which Telephone Exchange Services are directly connected and offered to Customers; and
- b. Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among End Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.19 **“Centralized Message Distribution System”** or **“CMDS”** means the billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other ILECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (“CABS”) records.

1.20 **“Collocation”** means an arrangement whereby one Party’s (the “Collocating Party”) facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the “Housing Party”) for purposes of Collocation. The “premises” of a Housing Party is limited to the occupied structure or portion thereof in which such Housing Party has the

right of occupancy or control. In “Physical Collocation”, the Collocating Party has a dedicated area within a Central Office in which the Collocating Party installs and maintains its own equipment with access 24 hours a day, 7 days a week. In Virtual Collocation, the Housing Party maintains the Collocating Party’s Equipment in the Housing Party’s Premises.

1.21 **Commercial Mobile Radio Services (“CMRS”)** - means a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public as set forth in 47 U.S.C. § 322(d)(1).

1.22 **“Commission”** means any state administrative agency to which the United States Congress or the state legislature has delegated any authority to supervise or regulate the operations of Local Exchange Carriers pursuant to the Act or state statute.

1.23 **“Committee”** means the Implementation, Forecast, Planning and Standards Committee as described in Section 30.3.

1.24 **“Common Channel Interoffice Signaling” or “CCIS”** means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.

1.25 **“Control Office”** means the Central Office providing Tandem Switching Capability for E-9-1-1 calls. The Control Office controls switching of ANI Capability for E-9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing, feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

1.26 **“Cross Connection”** means a connection provided pursuant to Collocation at a suitable frame or panel between (i) the Collocating Party’s equipment and (ii) the equipment or facilities of the Housing Party.

1.27 **“Custom Local Area Signaling Services” or “CLASS”** means features available to Customers based on the availability of CCIS. CLASS features include, but are not necessarily limited to: Automatic Callback; Call Trace; Caller ID and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.

1.28 **“Customer”** means a third-party residence or business customer that subscribes to Telecommunications Services provided by either of the Parties.

1.29 **“Customer Name and Address Information” or “CNA”** means the name, service address and telephone numbers of a Party’s Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

1.30 **“Delaying Event”** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule and the Implementation Plan), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

1.31 **“Dialing Parity”** is As Defined in the Act.

1.32 **“Digital Service - Level 0”** or **“DS-0”** means the 64 kilobits per second (“kbps”) level in the time-division multiplex hierarchy.

1.33 **“Digital Service - Level 1”** or **“DS-1”** means a digital signal rate of 1.544 Megabits Per Second (“Mbps”).

1.34 **“Digital Service - Level 3”** or **“DS-3”** means a digital signal rate of 44.736 Mbps.

1.35 **“Directory Listings”** refers to subscriber information, including but not limited to name, address and phone numbers, that is published in any media, including but not limited to traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.

1.36 **“Effective Date”** is as defined in Section 24.1.

1.37 **“Electronic File Transfer”** means any system/process which utilizes an electronic format and protocol to send/receive data files.

1.38 **“Exchange Access”** is as defined in the Act.

1.39 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.40 **“Exchange Message Interface”** or **“EMI”** (formerly Exchange Message Record - EMR) means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.41 **“FCC”** means the Federal Communications Commission.

1.42 **“Fiber-Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.43 **“Feature Group A”** or **“FGA”** means the FGA Access, which is available to all Customers, provides line side access to Telephone Company End Office Switches with an associated seven digit local telephone number for the Customer's use in originating and terminating Telecommunications to an IXC.

1.44 **“Feature Group B” or “FGB”** means the FGB Access, which is available to all Customers, except for the termination of originating calls placed over FGD by an IXC, provides trunk side access to Telephone Company End Office Switches with an associate uniform 950-0XXX or 950-1XXX access code for the Customer's use in originating and terminating Telecommunications to an IXC.

1.45 **“Feature Group D” or “FGD”** means the FGD Access, which is available to all Customers, provides trunk side access to Telephone Company End Office Switches with an associated uniform 10XXX access code for the Customer's use in originating and terminating communications. FGD Access may also be used to originate and terminate 800 and 900 Exchange Access calls. FGD Access may be used to originate 950-XXXX calls where the Customer has elected the FGD with 950 access feature.

1.46 **“Implementation Plan”** is as defined in Section 30.3.

1.47 **“Incumbent Local Exchange Carrier” or “ILEC”** is As Defined in the Act.

1.48 **“Information Access Traffic”** is defined in FCC’s Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, Paragraph 44, released on April 27, 2001 and includes exchange services used for Information Access Traffic.

1.49 **“Information Service Traffic”** means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 900).

1.50 **“Integrated Services Digital Network” or “ISDN”** means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

1.51 **Internet Service Provider (“ISP”)** is as defined in the FCC’s Declaratory Ruling in CC Docket NO. 96-98, released on February 26, 1999.

1.52 **“Interconnection”** is As Described in the Act.

1.53 **“Interexchange Carrier” or “IXC”** means a Telecommunications Service provider that provides InterLATA or IntraLATA telephone toll services.

1.54 **“Interim Telecommunications Number Portability” or “INP”** is As Described in the Act.

1.55 **“InterLATA”** is As Defined in the Act.

1.56 **“IntraLATA Toll Traffic”** means all intraLATA calls other than Local Traffic calls.

1.57 **“Listing Update(s)”** means information with respect to customers necessary for CBT or Publisher to publish directories under this Agreement in a form and format acceptable to

CBT or Publisher, as applicable. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for CBT or Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to TWTC without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from TWTC to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

1.58 **“Local Access and Transport Area” or “LATA”** is As Defined in the Act.

1.59 **“Local Exchange Carrier” or “LEC”** is As Defined in the Act.

1.60 **“Local Exchange Routing Guide” or “LERG”** means a Bellcore reference customarily used to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

1.61 **“Local Interconnection Trunks/Trunk Groups”** means equipment and facilities that provide for the termination of Local Traffic, Information Access Traffic and IntraLATA Toll traffic.

1.62 **“Local Number Portability” or “LNP”** means the ability of users or Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability or convenience when switching from one Telecommunications Carrier to another.

1.63 **“Local Traffic”** means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access or exchange services for such access; or (2) telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. § 24.202(a).

1.64 **“Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.65 **“Meet-Point Billing”** means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.66 **“Meet Point Trunks”** is as defined in Article VI.

1.67 **“Multiple Bill/Multiple Tariff”** means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access services.

1.68 **“Multiple Exchange Carrier Access Billing“** or **“MECAB”** means the document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (“ATIS”) and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Access provided by two or more LECs and/or NECs, or by one LEC in two or more states within a single LATA.

1.69 **“Multiple Exchange Carriers Ordering and Design Guidelines for Access Services” - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface** or **“MECOD”** means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for Exchange Access which is to be provided by two or more LECs and/or NECs.

1.70 **“Network Element”** is As Defined in the Act.

1.71 **“New Entrant Carrier”** or **“NEC”** is a LEC that is not an ILEC.

1.72 **“Normal Business Hours”** means 8:00 a.m. to 5:00 p.m., EST/EDT on Business Days.

1.73 **“North American Numbering Plan”** or **“NANP”** means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

1.74 **“Number Portability”** is As Defined in the Act.

1.75 **“Numbering Plan Area”** or **“NPA”** means an area code which is the three digit indicator defined by the “A”, “B” and “C” digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A “Non-Geographic NPA”, also known as a “Service Access Code” (“SAC Code”), means specialized Telecommunications Service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

1.76 **“NXX Code”, or “NXX” or “Central Office Code” or “CO Code”** means the three digit switch entity indicator which is defined by the “D”, “E” and “F” digits of a 10-digit telephone number within the NANP containing 10,000 station numbers.

1.77 **“OZZ Code”** means the FGD call path through the access Tandem.

1.78 **“Party”** means either CBT or TWTC, and **“Parties”** means CBT and TWTC.

1.79 **“Percent Local Usage”** or **“PLU”** means a calculation representing the ratio of the minutes of Local Traffic and Information Access Traffic to the sum of the minutes of Local Traffic and Information Access Traffic plus the minutes of IntraLATA Toll Traffic sent over Local Interconnection Trunks. PLU does not include directory assistance, BLV/BLVI Traffic, Information Service Traffic, Transit Calls and Exchange Access calls.

1.80 **“Primary Listing”** means the single Directory Listing provided to Customers under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Customer entitled to a single primary listing.

1.81 **“Public Safety Answering Point”** or **“PSAP”** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.82 **“Publisher”** means CBT's Yellow Pages Directories publisher.

1.83 **“Reciprocal Compensation”** is As Described in the Act.

1.84 **“Signal Transfer Point”** (“STP”) means a packet switching function that routes signaling messages among Service Switching Points (“SSPs”), Service Control Points (“SCPs”), Signaling Point (“SPs”), and other STPs in order to set up calls and to query databases for advanced services.

1.85 **“Switched Access Detail Usage Data”** means a category 1101XX record as defined in the EMI Bellcore Practice BR 010-200-010.

1.86 **“Switched Access Summary Usage Data”** means a category 1150XX record as defined in the EMI Bellcore Practice BR 010-200-010.

1.87 **“Synchronous Optical Network”** or **“SONET”** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.63 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

1.88 **“Technically Feasible Point”** is As Described in the Act.

1.89 **“Telecommunications”** is As Defined in the Act.

1.90 **“Telecommunications Carrier”** is As Defined in the Act.

1.91 **“Telecommunications Service”** is As Defined in the Act.

1.92 **“Telephone Exchange Service”** is As Defined in the Act.

1.93 **“Telephone Toll Service”** is As Defined in the Act.

1.94 **“Territory”** means all portions of the State of Kentucky in which CBT or its successor ILEC is presently authorized to provide Telephone Exchange Services and maintain a Central Office and in which TWTC or its Affiliates at any time during the term of this Agreement are authorized to provide Telephone Exchange Service and are served by a TWTC Central Office.

1.95 **“Toll Free Service”** means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

1.96 **“Wire Center”** means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits (loops) are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Telephone Exchange Service and Exchange Access, are located. The Wire Center serves as a routing point for Exchange Access service.

ARTICLE II INTERPRETATION AND CONSTRUCTION

All references to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles, Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CBT or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision), unless otherwise agreed or as provided for in Section 26.3. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms, and, in the event of any ambiguities, no inferences shall be drawn against either Party.

ARTICLE III
INTERCONNECTION ACTIVATION DATES
AND BONA FIDE REQUEST

3.1 Interconnection Activation Dates. Schedule 3.0 sets forth the Interconnection initially subject to this Agreement and may be revised and supplemented from time to time upon the unanimous action of the Committee to provide for a more definite Interconnection Activation Date and/or to reflect additional Interconnections by attaching one or more supplementary schedules to such schedule. CBT agrees to meet an Interconnection Activation Date requested by TWTC for subsequent Interconnections if the date specified is not earlier than 120 days after the date on which CBT receives notice from TWTC that TWTC wishes to establish such Interconnection.

3.2 Bona Fide Request. Any request by TWTC for services, including features, capabilities, functionality, Network Elements or combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request process set forth on Schedule 3.2.

3.3 TWTC Services. In addition to the services specifically provided for in this Agreement, CBT may request additional services from TWTC and the Parties will enter into good faith negotiations with respect to such request.

3.4 Industry Standards. Each Party will strive to its utmost ability to comply with accepted industry standards in the performance of this Agreement, but will not be liable for any non-compliance by any vendor furnishing such equipment or facilities, provided that such equipment/facilities are of a type generally deployed throughout the industry, currently or at the time deployed. Nothing in this Section shall require a Party to deliver performance, functionality or capabilities from specific equipment or facilities beyond that intended by its vendor.

ARTICLE IV
INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

4.1 Interconnection Obligation. The Parties agree to Interconnect their respective networks in the Territory for the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic between the respective Customers of the Parties. Such network interconnection will be accomplished through facilities to be established pursuant to this Agreement between the TWTC Central Offices and the CBT Central Offices set forth on Schedule 3.0. Appropriate trunk groups shall be established referencing the appropriate TWTC Central Office and CBT Central Office.

4.2 Point of Interconnection.

4.2.1 For each CBT Central Office where TWTC and CBT Interconnect, TWTC and CBT agree that there shall be a Point(s) of Interconnection (“POI”) located at the demarcation point between TWTC's network and CBT's Central Office. Interconnection shall be accomplished at any technically feasible POI by any technically feasible means, including (i) a Fiber-Meet as provided in Section 4.3; (ii) Collocation at any technically feasible Premise as provided in Article XVI; or (iii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date and that is consistent with the Act. For Interconnection methods other than a Fiber-Meet, TWTC will have the right to designate the Interconnection Point(s) in the LATA. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Interconnection Point(s). There will be at least one Interconnection Point within the LATA; however, TWTC may designate additional Interconnection Points in the LATA, subject to the terms and conditions of this Article IV. CBT shall not charge additional rearrangement, reconfiguration, disconnection or other non recurring fees associated with the reconfiguration of TWTC's interconnection arrangement at any CBT Central Office.

4.2.2 For the purpose of traffic originating from CBT and terminating to TWTC, CBT may establish a point of interconnection at TWTC's collocation space at the CBT Central Office. TWTC will charge CBT non-recurring charges for cross-connects at rates equal to 1/2 of the non-recurring charges CBT billed to TWTC for those facilities. TWTC will charge CBT for transport from the collocation space to TWTC's End Office at the applicable Transport Facility rate under this Agreement. When the Parties are using two-way trunks for Local Traffic and IntraLATA Toll Traffic, TWTC shall charge CBT a pro-rated portion of the monthly fee for cross-connects.

4.3 Fiber-Meet

4.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (“SONET”) transmission system. The Parties will agree upon the specific Optical Line Terminating Multiplexor (“OLTM”) equipment to be utilized at each end of the SONET transmission system.

4.3.2 CBT shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in each CBT Interconnection Wire Center (“CIWC”) identified on

Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

4.3.3 TWTC shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the TWTC Interconnection Wire Center ("TIWC") identified on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

4.3.4 CBT shall designate a manhole or other suitable entry-way immediately outside the CIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable TWTC to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the CIWC. TWTC shall deliver and maintain such strands wholly at its own expense. Upon verbal request by TWTC to CBT in the event of service-affecting trouble, CBT will allow TWTC access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after the request - normally within 1 hour during Normal Business Hours and within 2 hours outside of Normal Business Hours.

4.3.5 TWTC shall designate a manhole or other suitable entry-way immediately outside the TIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable CBT to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the TIWC. CBT shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CBT to TWTC in the event of service-affecting trouble, TWTC will allow CBT access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after the request - normally within 1 hour during Normal Business Hours and within 2 hours outside of Normal Business Hours.

4.3.6 TWTC shall pull the fiber optic strands from the TWTC-designated manhole/entry-way into the TIWC and through appropriate internal conduits TWTC utilizes for fiber optic facilities and shall connect the CBT strands to the OLTM equipment TWTC has installed in the TIWC.

4.3.7 CBT shall pull the fiber optic strands from the CBT-designated manhole/entry-way into the CIWC and through appropriate internal conduits CBT utilizes for fiber optic facilities and shall connect the TWTC strands to the OLTM equipment CBT has installed in the CIWC.

4.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which the Party's own fiber exited. However, neither Party is required to construct a second entrance if a second entrance does not exist.

4.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet, and (ii) the cost to build-out its facilities to such Fiber-Meet.

4.4 Additional Switches. If TWTC or any of its Affiliates deploys additional switches in the Territory after the date hereof or otherwise wishes to establish Interconnection with

additional CBT Central Offices, TWTC shall be entitled upon written notice thereof to CBT to establish such Interconnection and the terms and conditions of this Agreement shall apply to the Interconnection of such switches with CBT's Central Offices. If either Party establishes an additional Tandem Switch in the Territory, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk groups connections and the subtending arrangements relating to Tandem Switches and End Offices which serve such other Party's Customers within the Exchange Areas served by such Tandem Switches. The notice given pursuant to this Section must include (i) the POI TWTC has designated (or if such Interconnection is pursuant to a Fiber-Meet, the POI TWTC requests); (ii) TWTC's requested Interconnection Activation Date; and (iii) a forecast of TWTC's trunking requirements. Unless otherwise agreed by the Parties, each new Interconnection Activation Date shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than 120 days after the date on which TWTC delivered notice to CBT pursuant to this Section. Within 10 Business Days of CBT's receipt of this notice, CBT and TWTC shall confirm the POI and the Interconnection Activation Date by attaching a supplementary schedule to Schedule 3.0.

4.5 Sizing and Structure of Interconnection Facilities. The Parties shall mutually agree as to the appropriate sizing for Interconnection facilities based hereunder on the standards set forth in this Agreement. The Interconnection facilities provided by each Party shall be at either the DS-0, DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

4.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 4.6, "equal in quality" means the same technical criteria and service standards that the providing Party uses within its own network. If TWTC requests an Interconnection that is of a different quality than that provided by CBT to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

4.7 Standard Intervals.

4.7.1 Each Party shall provide the other Party Interconnection in accordance with the intervals in Schedule 4.7.

ARTICLE V
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope. Article V prescribes parameters for the Local Interconnection Trunk Groups to be effected over the Interconnections specified in Article IV for the transmission and routing of Local Traffic, Information Access Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Trunking Criteria. The Committee will work to establish direct trunking criteria that will provide for efficient network utilization both from a cost and an engineering perspective.

5.3 Local Interconnection Trunks. Unless otherwise agreed (e.g., in the case of 911 trunks) the Parties shall configure two-way trunk groups as a direct transmission path through the Interconnection Point(s) specified in Schedule 3.0. TWTC shall specify the Digital Signal Level of the trunk facilities (e.g., DS0, DS1 or higher, where available) consistent with the forecasting requirements in Section 19.3. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local Interconnection Trunks.

5.4 Signaling Protocol. The Parties shall interconnect their networks using Signaling System 7 ("SS7") signaling as defined in Bellcore GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCIS-based features. TWTC may establish CCIS interconnection either directly or through a third party. TWTC shall establish outgoing multifrequency ("MF") trunks to CBT for 911 traffic. All applicable CCIS signaling parameters shall be provided including CPN. All privacy indicators shall be honored.

5.5 SS7 Interconnection. Each Party is responsible for requesting Interconnection to the other Party's CCIS network where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for signaling connectivity through a third-party provider that is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

5.6 Decommission. If CBT decides to decommission a Central Office or switch, CBT shall not charge TWTC for moving Collocation arrangements.

5.7 64CCC. Where available, and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.8 Traffic Delivery. Each Party shall deliver all traffic destined to be terminated at the other Party's Central Office in accordance with the serving arrangements defined in the LERG.

5.9 Choke Trunk Group. TWTC will establish a separate choke trunk group in accordance with the forecasts provided in Section 19.3 for traffic to Mass Calling Codes.

5.10 N11 Codes. Calls completed using N11 codes (i.e., 411, 511, 911) shall not be sent between TWTC's and CBT's networks over the Local Interconnection Trunk Groups.

5.11 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Implementation Plan. A blocking standard of one-half of one percent (0.005) for all final trunk group traffic via tandem and a blocking standard of one percent (0.01) during the average busy hour for all other final trunk group traffic, as defined by industry standards, shall be maintained.

5.12 Reciprocal Compensation Arrangements -- Section 251(b)(5) . Compensation for the transport and termination of Local Traffic, Information Access Traffic, and IntraLATA Toll Traffic shall be pursuant to this **Section 5.12**. Compensation for the transport and termination of any Exchange Access Traffic shall be pursuant to **Article VI**.

5.12.1 Reciprocal Compensation applies to transport and termination of Local Traffic and Information Access Traffic billable by CBT or TWTC that a Telephone Exchange Service Customer originates on CBT's or TWTC's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic and Information Access Traffic at the rates provided in the Pricing Schedule; provided, however, that compensation for Local Traffic and Information Access Traffic will be reciprocal and symmetrical.

5.12.1.1 Reciprocal Compensation for Local Traffic and Information Access Traffic will be rated as required by the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, released on April 27, 2001, as follows:

- (i) Beginning on June 14, 2001, and continuing for six months, the intercarrier compensation rate for Local Traffic and Information Access Traffic will be \$.0015/minute-of-use (mou). Starting December 14, 2001, and continuing for eighteen months, the rate will be \$.0010/mou. Starting June 14, 2003, and continuing through June 14, 2004 or until further FCC action (whichever is later), the rate will be \$.0007/mou.
- (ii) In addition to the rates set forth in (i) above, there shall be a cap on total Information Access Traffic minutes for which a Party may receive compensation. For the year 2001, a Party may receive compensation for Information Access Traffic minutes up to a ceiling equal to, on an annualized basis, the number of Information Access Traffic minutes for which that Party was entitled to compensation under an Interconnection Agreement between these same Parties during the first quarter of 2001, plus a ten percent growth

factor. For 2002, a Party may receive compensation for Information Access Traffic minutes up to a ceiling equal to the minutes for which it was entitled to compensation under an Interconnection Agreement between these same Parties in 2001, plus another ten percent growth factor. In 2003, a Party may receive compensation for Information Access Traffic minutes up to a ceiling equal to the 2002 ceiling.

5.12.1.2 For each month, beginning June 14, 2001, during the term of this Agreement (each a "Calculation Period"), each party shall calculate the total Local Traffic and Information Access Traffic delivered to the other Party during that Calculation Period and provide the calculation in written form to the other Party, within thirty (30) days after the end of the Calculation Period.

5.12.1.3 The Parties agree that the MOU cap for Information Access Traffic terminating to TWTC is 1,660,501,520 for calendar year 2001, and 1,826,551,672 for each of calendar years 2002 and 2003. The Parties agree that the Information Access Traffic originated by CBT and terminated to TWTC for the period from January 1, 2001 through June 13, 2001, will be applied toward the MOU cap for Information Access Traffic for the calendar year 2001. The MOU caps have been calculated on the aggregate traffic between the Parties in Ohio and Kentucky. The parties agree that all Local Traffic and Information Access Traffic exchanged between the parties shall continue to be treated in the aggregate (and not on an individual state basis) for purposes of determining which MOUs are presumed to be Local Traffic and Information Access Traffic and for purposes of determining if Information Access Traffic MOUs exceed the MOU caps.

5.12.1.3.1 For purposes of determining the Information Access Traffic MOUs to be counted toward TWTC's yearly Information Access Traffic MOU cap set forth in 5.12.1.3, the Parties shall apply a 3:1 ratio of terminating to originating traffic on a monthly basis. The Parties shall agree on a running total of the aggregate Information Access Traffic MOUs counted toward the MOU cap. If the aggregate of TWTC's Information Access Traffic MOUs reaches the MOU cap during the year, CBT will continue to pay TWTC compensation for Local Traffic at the rates set forth in Section 5.12.1.1

5.12.1.3.2 There shall be a rebuttable presumption that traffic exchanged between the Parties that exceeds a 3:1 ratio of terminating to originating traffic is Information Access Traffic. A Party may rebut the presumption by demonstrating to the Commission that traffic above the 3:1 ratio is in fact Local Traffic. Conversely, a Party can demonstrate to the Commission that traffic it delivers to the other Party is Information Access Traffic, even though it does not exceed the 3:1 ratio. During the pendency of any such proceedings, the Parties remain obligated to pay the presumptive rates, subject to true-up upon the conclusion of Commission proceedings.

5.12.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Exchange Access. All Exchange Access and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.12.3 Each Party shall charge the other Party its effective tariffed IntraLATA access rates for the transport and termination of all IntraLATA Toll Traffic.

5.12.4 For IntraLATA Toll Free Services, originating switched access charges, the 800 query charge and the record provisioning charge may be billed, if appropriate, by the Party originating the call to the Toll Free Service LEC provider.

ARTICLE VI
TRANSMISSION AND ROUTING OF EXCHANGE
ACCESS TRAFFIC PURSUANT TO 251(c)(2).

6.1 Scope. Article VI prescribes parameters for certain trunk groups (“Meet-Point Trunks”) to be established over the Interconnections specified in Article IV for the transmission and routing of Exchange Access traffic and untranslated Toll Free Service Traffic between TWTC Telephone Exchange Service Customers and Interexchange Carriers.

6.2 Meet-Point Trunks. The Parties shall jointly establish, Meet-Point Trunks to enable TWTC and CBT to jointly provide Exchange Access to IXC’s via a CBT Central Office. The Meet-Point Trunks shall be two-way trunks which are separate from the Local Interconnection Trunks and shall be used solely for the transmission and routing of Exchange Access traffic.

6.3 CCIS. The Parties shall provide CCIS to each other, where and as available, in conjunction with the two-way Meet-Point Trunk Groups. The Parties may establish CCIS Interconnections either directly or through a third-party. The Parties shall cooperate in the exchange of TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own Customers. The Parties shall provide all CCIS signaling, Billing Number, originating line information (“OLI”) and any other such similar service. For terminating FGD, CBT shall pass CPN if it receives CPN from FGD carriers. All privacy indicators shall be honored. Where available, network signaling information such as Transit Network Selection (“TNS”) parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) shall be provided by TWTC whenever such information is needed for call routing or billing. The Parties shall follow existing OBF adopted standards pertaining to TNS and OZZ/CIC codes.

6.4 Toll Free Service.

6.4.1 All originating Toll Free Service calls for which CBT performs the Service Switching Point (“SSP”) function (e.g. performs the database query) shall be delivered by TWTC using GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic. If TWTC becomes a toll free service provider, CBT shall deliver traffic using the GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic.

6.4.2 All originating Toll Free Service calls for which TWTC performs the SSP function, if delivered to CBT, shall be delivered by TWTC using GR-394 format over the Meet-Point Trunk Group for calls destined to IXC’s, or shall be delivered by TWTC using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend CBT access tandems.

6.5 FGB. Originating Feature Group B calls shall be delivered to CBT’s Tandem using the interLATA trunk groups.

6.6 Meet-Point Billing Services

6.6.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (“MECAB”) document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures, as applicable to this Agreement, within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification code (“CIC”) of the IXCs that may utilize any portion of either Party’s network in a TWTC/CBT MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC.

6.6.2 TWTC shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.6 and shall further agree upon billing percentages for additional routes, if any, which billing percentages shall be set forth in Schedule 6.6 as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.6.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association (“NECA”) FCC Tariff No. 4.

6.6.4 Each Party shall implement the “Multiple Bill/Multiple Tariff” option in order to bill the IXC for each Party’s own portion of jointly provided Telecommunications Service.

6.7 Data Format and Data Transfer.

6.7.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer using the EMI format.

6.7.2 TWTC shall provide to CBT, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records), via magnetic tape using a mutually agreed upon format.

6.7.3 CBT shall provide to TWTC, on a weekly basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape using EMI format no later than ten (10) calendar days from the usage recording date. CBT and TWTC shall use best efforts to migrate to electronic data transfer when both Parties have the capability.

6.7.4 Each Party shall coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.7.5 When CBT records on behalf of TWTC and Access Detail Usage Data is not submitted to TWTC by CBT in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined and if as a result TWTC is delayed in billing IXC, then late payment charges will be payable by CBT to TWTC. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

6.7.6 If Summary Access Usage Data is not submitted to CBT in a timely fashion or if it is not in proper format as previously defined and if as a result CBT is delayed in billing IXC, then late payment charges will be payable by TWTC to CBT. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the subsequent billing company in a timely fashion.

6.8 Errors or Loss of Access Usage Data

6.8.1 Errors may be discovered by TWTC, the IXC or CBT. Each Party agrees to use reasonable efforts to provide the Other Party with notification of any discovered errors within 5 Business Days of such discovery. A Party may recover against the other Party due to errors or loss of access usage whenever a Party’s IXC customer successfully asserts any claim for which the Party making the error is responsible.

6.8.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on 3 months of prior usage data. In the event three (3) months of prior usage data is not available, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.9 Payment. The Parties shall not charge one another for the services rendered pursuant to this Article VI.

6.10 Toll Free Service Calls. The meet-point billing process in accordance with Section 6.7 above shall apply to all Toll Free Service calls where the provider is an IXC. Each party shall be responsible for billing its portion of the charges described herein.

6.11 Exchange Access Service. If any Party provides intermediary functions for Exchange Access service connection between an IXC and other Party, each Party shall provide their own Exchange Access services to the IXC on a meet point basis. The meet point billing arrangement shall be through the multiple bill. Each Party shall bill its own network access services rates to the IXC with the exception of the residual interconnection charge. The residual interconnection charge, if any, shall be billed by the Party providing the End Office function.

**ARTICLE VII
MEASUREMENT AND BILLING;
TRUNK FORECASTING AND SERVICING**

7.1 Measurement and Billing

7.1.1 For billing purposes, each Party shall pass CPN information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The factors will be reevaluated every three (3) months and provided to the Other Party within twenty (20) calendar days after the end of each quarter. If a PLU factor is not provided, the one already in effect stays in effect (i.e., no default). If either Party fails to pass at least ninety percent (90%) of calls (other than Operator Services calls) with CPN that it originates within a monthly period on a specific trunk, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic and, if applicable, Exchange Access Traffic be established for that specific trunk.

7.1.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation seconds for Local Traffic and Information Access Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The actual conversation seconds for each type of traffic will be totaled for the entire monthly billing cycle and then rounded to the next whole minute.

7.1.3 The Parties shall provide each other monthly usage data for all traffic transported and terminated through the Tandem Office and End Office Interconnections established under this Agreement.

7.1.4 The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g., calling card, bill-to-third party, and collect records and LEC-provided Toll Free Service records). The exchange of billing records for calls of this type that are subject to the Inter-company Settlements (ICS) process will be handled through the existing CMDS processes. The payments of revenues for these types of calls will be handled through Calling Card and Third Number Settlement ("CATS") with the CMDS host and local arrangements with CBT. The Committee will agree upon a process for handling the settlement of non-ICS alternate billed messages between the Parties.

7.1.5 For Toll Free Service, originating switched access charges, the 800 query charge and the record provision charge shall be billed by the Party originating the call to the Toll Free Service provider.

7.1.6 Each Party shall calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network.

7.2 Trunk Forecasting.

7.2.1 The Parties shall work towards the development of joint forecasting responsibilities for the traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other quarterly or more frequently as the Committee may determine. The quarterly forecasts shall include, among other things.

- a. Yearly forecasted trunk quantities including, without limitation, measurements that reflect actual tandem Local Interconnection Trunks and Meet-Point Trunks and tandem-subtending Local Interconnection End Office equivalent trunk requirements for a minimum of three (current and plus-1 and plus-2) years; provided that the current year forecast shall show a monthly forecast.
- b. The use of Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and
- c. A description of major network projects anticipated for the following six (6) months.

The Parties shall review engineering requirements on a semi-annual basis and establish annual forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth shall be implemented as dictated by engineering requirements.

7.2.2 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.3 Trunk Servicing.

7.3.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").

7.3.2 The Parties shall jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send the other an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party shall issue a Firm Order Commitment ("FOC") and a Design Layout Record ("DLR") to the ordering Party within five (5) Business Days after receipt of the ASR.

7.3.3 Orders that comprise a major project (*i.e.*, new switch deployment) shall be submitted in accordance with a mutually agreed schedule, and their implementation shall be jointly planned and coordinated.

7.3.4 Service requested in an ASR shall be provided within the intervals set forth in Schedule 4.7.

7.3.5 If a Party requires trunk servicing within shorter time intervals than those provided for in this Article VII due to a *bona fide* Customer demand and such trunk servicing was not forecasted by a Party pursuant to Article XXI, such Party may designate its ASR as an

“Expedite” and the other Party shall issue its FOC and DLR and use its best efforts to install service as soon as reasonably possible.

7.3.6 TWTC shall be responsible for engineering its network on its side of the POI. CBT shall be responsible for engineering the POI and its network on its side of the POI.

ARTICLE VIII
TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

8.1 BLV/BLVI Traffic.

8.1.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau of the other Party to determine if the called line is in use; the Operator Bureau will verify conversation on the line, but will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

8.1.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call, and the applicable charge applies whether or not the called party releases the line.

8.1.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over operator inward trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus.

8.1.4 Each Party shall compensate the other Party for BLV/BLVI traffic as set forth in the Pricing Schedule.

8.2 Transit Service.

8.2.1 In addition to the Interconnection and other services provided to TWTC by CBT under this Agreement that are required under the Act, CBT agrees that it shall also provide Transit Service to TWTC on the terms and conditions set forth in this Section 8.2. If requested by CBT, TWTC will provide Transit Service to CBT on the same terms and conditions.

8.2.2 "Transit Service" means the delivery of certain traffic between a Party and a third party LEC, ILEC or CMRS provider by the Other Party over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic, Information Access Traffic and IntraLATA Toll Traffic originated from either party to such third party LEC, ILEC or CMRS provider, and (ii) IntraLATA Toll Traffic originated from such third party LEC, ILEC or CMRS provider and terminated to the other Party.

8.2.3 The Parties shall reciprocally compensate each other for Local Traffic, Information Access Traffic and IntraLATA Toll Traffic a Party originates over the Transit Service at the rate specified in the Pricing Schedule and will dispute any additional charges or costs such terminating third party LEC, ILEC or CMRS provider imposes or levies on the

providing Party for the delivery or termination of such traffic, including any switched access charges and refer such third Party to the other Party for direct billing. Parties shall exchange necessary information for bill validation.

8.2.4 For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic originating from a third party LEC or CMRS provider that is delivered to TWTC over the Transit Service,

(1) For IntraLATA Toll Traffic that is subject to a PTC arrangement, CBT shall deliver such IntraLATA Toll Traffic and compensate TWTC in accordance with the terms and conditions of such PTC arrangements and CBT will be responsible for paying TWTC any charges for traffic termination and will collect such amounts from the secondary carrier;

(2) For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic where CBT has a transiting arrangement with such third-party LEC or CMRS provider that is not a PTC, and authorizes CBT to deliver such traffic to TWTC ("Other Party Transit Agreement"), then CBT shall deliver such traffic to TWTC in accordance with the terms and conditions of its Other Party Transit Agreement, and such third-party LEC or CMRS provider (and not TWTC) shall be responsible to pay CBT the applicable Transit Service charge. TWTC will bill any termination charges solely to the third party carrier.

8.2.5 The Parties acknowledge that they are each responsible to make direct billing and compensation arrangements with each Third Party other than secondary carriers. Each Party will use all reasonable efforts to make such arrangements as quickly as possible and will notify the other Party when such arrangements are made.

8.2.6 CBT expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions. In all cases, both Parties are responsible to follow the EMI standard guidelines.

8.2.7 As provided in this Article VIII, CBT, as the transit service provider, will not pay any terminating charges on behalf of the originating LEC or CMRS provider unless that originating party is a secondary carrier behind CBT. The terminating LEC or CMRS provider is responsible for billing the originator of the traffic, and not CBT, for terminating charges.

ARTICLE IX
UNBUNDLED ACCESS -- SECTION 251(c)(3)

9.1 Access to Network Elements

9.1.1 CBT shall provide TWTC access to CBT's Network Elements on an unbundled basis at any Technically Feasible Point in accordance with the terms and conditions of this Article IX. CBT shall provide TWTC access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions and capabilities in a manner that shall allow TWTC to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this Article IX, CBT shall not be required to provide Network Elements to TWC if the FCC and the Commission do not conclude that such Network Element meets the Access Standards of Section 251 (d)(2) of the Telecom Act of 1996.

9.1.3 CBT shall be required to make available Network Elements, including facilities and software necessary to provide such Network Elements, where available. If CBT makes available Network Elements that require special construction, TWTC shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on Schedule 9.8.

9.1.4 CBT shall permit TWTC to connect TWTC's facilities or facilities provided to TWTC by third parties with each of CBT's unbundled Network Elements at any point on CBT's network designated by TWTC that is technically feasible.

9.2 Network Elements: Until the FCC or the Commission promulgate new rules specifying the mandatory unbundled Network Elements in accordance with the remand instructions of the United States Supreme Court, at the request of TWTC, CBT shall provide TWTC access to the following Network Elements on an unbundled basis:

9.2.1 Local Loops, as more fully described on Schedule 9.2.1;

9.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

9.2.3 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.3;

9.2.4 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.4;

9.2.5 Directory Assistance, as more fully described on Schedule 9.2.5; and

9.2.6 Operations Support Systems (“OSS”) functions as more fully described on Schedule 9.2.6.

When the FCC or the Commission promulgate new rules specifying the mandatory unbundled Network Elements in accordance with the remand instructions of the United States Supreme Court, the parties shall revise this agreement to conform the list of required Network Elements to such rules.

9.3 Nondiscriminatory Access to and Provision of Network Elements

9.3.1 Subject to Section 9.3.3, the quality of an unbundled Network Element, as well as the quality of the access to such unbundled Network Element that CBT provides to TWTC, shall be (i) the same for all Telecommunications Carriers requesting access to such Network Element and (ii) at least equal in quality to that which CBT provides to itself, its subsidiaries, affiliates or any other person, unless CBT proves to the Commission that it is not technically feasible to provide the Network Element requested by TWTC, or access to such Network Element at a level of quality that is equal to that which CBT provides itself.

9.3.2 CBT shall provide TWTC access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which CBT provides such elements to itself, its subsidiaries, affiliates and any other person, including the time within which CBT provisions such access to Network Elements, except as may be provided by the Commission pursuant to Section 9.1.2.

9.3.3 Upon the request of TWTC made in accordance with the Bona Fide Request process, CBT shall provide to TWTC a Network Element and access to such Network Element that is different in quality to that required under Sections 9.3.1 and 9.3.2, unless CBT proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality.

9.3.4 CBT shall make available to TWTC the following Combinations as described in Schedule 9.3.4 at the rates set forth in the Pricing Schedule. Combinations that include the “Unbundled Local Loop” will be priced and configured with the Two Wire Analog Voice Grade Loop Element as described in Schedule 9.3.4.

9.3.4.1 Loop Combination.

9.3.4.2 Loop/Transport Combination #1. (VG Interface)

9.3.4.3 Loop/Transport Combination #2. (DS1 Interface)

9.4 Provisioning of Network Elements

9.4.1 CBT shall provide TWTC unbundled Network Elements as set forth on Schedule 9.4.

9.4.2 CBT shall provide TWTC access to the Operations Support Systems Functions for CBT's pre-ordering, ordering, provisioning, maintenance and repair, and billing that relate to the Network Elements that TWTC purchases hereunder. Access to such Operations Support Systems functions shall be as provided in Schedule 9.2.6 and the Implementation Plan.

9.4.3 Prior to submitting an order for a Network Element that replaces, in whole or in part, a service offered by CBT or any other telecommunications provider for which CBT changes a primary local exchange carrier, TWTC shall provide a representation of authorization in the form set forth on Schedule 10 that applies to all orders submitted by TWTC under this Agreement that require a primary local exchange carrier change.

9.4.4 CBT and TWTC shall coordinate cutover of customer lines as described in Schedule 9.4.4.

9.5 Pricing of Unbundled Network Elements

9.5.1 CBT shall charge TWTC the non-recurring (including any applicable connection charges) and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for those specific Network Elements, service coordination fee and Cross-Connect charges) as specified in the Pricing Schedule. If TWTC requests or approves a CBT technician to perform services in excess of or not otherwise detailed in the Pricing Schedule, CBT may charge TWTC for any additional and reasonable labor charges to perform such services. For the purposes of this Agreement "Line Connection Service" means any non-recurring activity performed at the CBT Central Office or the CBT side of the network interface required to connect a specified Network Element to any Customer- or end user-provided element or required to interconnect contiguous Network Elements.

9.5.2 If TWTC orders a Combination identified in Section 9.3.4 and the provision of any such Combination requires CBT to modify any of its existing systems, service development processes or its network (beyond that required for CBT to provision its own retail services) to provide access to such Combination, TWTC shall be required to compensate CBT for any costs incurred to provide access to such Combination.

9.6 Billing. CBT shall bill TWTC for access to unbundled Network Elements in accordance with Section 30.6.

9.7 Maintenance of Unbundled Network Elements

9.7.1 If TWTC reports to CBT a suspected failure of a Network Element, TWTC specifically requests a dispatch, CBT dispatches a technician, and such trouble was not caused by CBT's facilities or equipment, then TWTC shall pay CBT a maintenance of service charge as set forth in the Pricing Schedule.

9.7.2 CBT shall provide TWTC maintenance of unbundled Network Elements provided by CBT hereunder on terms and conditions no less favorable than CBT provides for itself, consistent with the Act.

9.8 Standards of Performance.

9.8.1 CBT shall provide to TWTC access to unbundled Network Elements in accordance with Section 9.3, as determined by this Section 9.8 and as required in Schedule 9.8 (including any Combinations, service levels and intervals that may be requested by TWTC and agreed upon by the Parties pursuant to a Bona Fide Request), (collectively, the “Network Element Performance Benchmarks”).

9.8.2 To determine CBT's compliance with the Network Element Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms in Section 18.1 and the criteria in Schedule 9.8.

9.8.3 TWTC will be eligible for “Incident Related Service Credits” and “Non-Performance Service Credits” in accordance with the terms and restrictions described in Section 18.2.

9.8.4 If the parties agree pursuant to Section 3.3 that TWTC will provide CBT any services constituting unbundled Network Elements, the Parties will develop appropriate performance benchmarks and TWTC will maintain records with respect to its performance with respect to those benchmarks.

ARTICLE X
OPERATIONAL MATTERS

10.1 A maintenance of service charge shall apply when any Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:

- a. No trouble is found in the Interconnection trunks; or
- b. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
- c. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.

10.2 If a maintenance of service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge shall be canceled.

10.3 Each Party shall bill the other Party for maintenance of service in accordance with the rates, terms and conditions contained in their respective tariffs. The Parties shall exchange maintenance of services contracts and escalation lists.

10.4 In answering misdirected repair calls, no Party shall make disparaging remarks about another, nor shall they use repair calls as the basis for internal referrals or to solicit customers to market services. A Party may respond with factual information in answering customer questions.

10.5 All Parties shall provide their respective repair numbers to each other for purposes of Customer referrals.

ARTICLE XI

911 AND E911 SERVICE AND DIRECTORY ASSISTANCE - SECTION 271(c)(2)(B)(vii) .

11.1 E911

11.1.1 CBT shall provide E9-1-1 Service to TWTC's Customers on the same basis that CBT provides E9-1-1 Service to its own Customers in the municipality where such E9-1-1 Service is provided pursuant to the terms and conditions set forth in this Section 11.1 in each Rate Center in which (i) TWTC is authorized to provide local exchange services and (ii) CBT is the E9-1-1 service provider.

11.1.2 Service and Facilities Provided.

- (a) CBT will provide TWTC with multiplexing at a designated CBT Central Office at the rates set forth at in the Pricing Schedule. CBT will also provide TWTC with trunking from the CBT Central Office to the designated CBT Control Office(s) with sufficient capacity to route TWTC's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth in Pricing Schedule. If TWTC forwards the ANI information of the calling party to the Control Office, CBT will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by TWTC, CBT will display a Central Office identification code for display at the PSAP.
- (b) The Parties will agree upon the proper quantity of trunks from its switches to the CBT Central Office(s), including Diverse Routes, where available. Trunks between the CBT Central Office and the CBT Control Office shall be delivered consistent with time frames that CBT provides itself or other customers, but in no case shall it exceed thirty (30) days. Following delivery, TWTC and CBT will cooperate to promptly test all transport facilities between TWTC's network and the CBT Control Office to assure proper functioning of the E9-1-1 service.
- (c) CBT will provide to TWTC or its agent in paper, on diskette or mechanized format the master street address guide information (the "E9-1-1 A&R Information") and TWTC will seek the appropriate governmental approval if required that will (i) enable TWTC to make pre-edits to validate the street addresses of TWTC Customers and (ii) specify which E9-1-1 Control Office serves as the jurisdictional E9-1-1 answering point for Customers within the Exchange Areas served by TWTC. The E9-1-1 A&R Information will be provided by exchange rate center or community upon request. Until such time as a mechanized process for provision of this information is made available by CBT, CBT shall provide to TWTC or its agent in diskette format any updates to the E9-1-1 A&R Information on a quarterly basis or as soon as reasonably practicable after such updates occur. CBT will provide TWTC the file format rules and definitions of

E9-1-1 A&R Information at the time it provides such E9-1-1 A&R Information.

- (d) CBT will coordinate access to the CBT ALI database for the initial loading and updating of TWTC Customer information. Access coordination will include:
 - (1) CBT-provided format requirements and a delivery address for TWTC to supply an electronic version of Customer telephone numbers, addresses and other information, both for the initial load and, where applicable, daily updates. CBT shall confirm receipt of this data as described in Section 11.1.2(g);
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific E9-1-1 routing information on each access line;
 - (4) Updating the CBT ALI database from paper records of service order activity supplied by TWTC is optional. The charge for this service is separate and set forth in the Pricing Schedule under the category "Optional Manual Update"; and
 - (5) Providing TWTC with reference data required to ensure that TWTC's Customer will be routed to the correct PSAP when originating a E9-1-1 call.
- (e) In the event of a CBT or TWTC E9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within one hour of that Party becoming aware of the failure or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the E9-1-1 Service between the Parties.
- (f) CBT will provide the order number and circuit identification code in advance of the service due date.
- (g) TWTC or its third-party agent will provide CNA data to CBT for use in entering the data into the E9-1-1 database. The initial CNA data will be provided to CBT in a NENA-Recommended Format for Data Exchange, version to be determined by CBT. TWTC or its agent will provide updates to the ALI database when changes occur. If TWTC assigns responsibility to CBT for error correction, TWTC will reimburse CBT for the cost of that service. If errors in CNA data updates caused by TWTC or its third party agent cause a failure in CBT's database, TWTC will be responsible for the

reasonable costs, if any, incurred by CBT in recovering its database. Also, if any error in or corruption of data provided by TWTC or its Third Party vendor results in a failure of the system used by CBT to maintain the database, TWTC will be responsible for the reasonable direct costs, if any, incurred by CBT to restore its system to normal performance, but not consequential damages or indirect costs. CBT will confirm receipt of such data and corrections by the next Business Day by providing TWTC with a report of the number of items sent, the number of items entered correctly, and the number of errors. CBT will provide the ability to reconcile TWTC CNA information as it resides in the CBT ALI database.

- (h) TWTC will monitor the E9-1-1 circuits for the purpose of determining originating network traffic volumes. TWTC will notify CBT if traffic study information indicates that additional circuits are required to meet the current level of E9-1-1 call volumes.
- (i) Incoming trunks for E9-1-1 shall be engineered to assure minimum P.01 grade of service, as measured using the “busy day/busy hour” criteria.
- (j) All E9-1-1 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).
- (k) TWTC shall report errors, defects and malfunctions to CBT. CBT shall provide TWTC with the point of contact for reporting errors, defects and malfunctions in the service and shall also provide escalation contacts.

11.1.3 Compensation. In addition to the amounts specified in Section 11.1.2, TWTC shall compensate CBT as set forth in the Pricing Schedule. The rate set forth includes database maintenance, updates and administration, E-911 tandem switching, trunking and facilities from TWTC switches to the E-911 tandem and to the PSAPs from the E-911 tandem.

11.1.4 Additional Limitations of Liability Applicable to E9-1-1 Service.

(a) CBT is not liable for the accuracy and content of CNA data that TWTC delivers to CBT. TWTC is responsible for maintaining the accuracy and content of that data as delivered. However, as custodian of the data CBT must exercise reasonable care of the data.

(b) Notwithstanding anything to the contrary contained herein, CBT’s liability to TWTC and any third person shall be limited to the maximum extent permitted by applicable law in Kentucky.

11.1.5 Database and Network Requirements. The Committee shall identify that information that TWTC must provide CBT so that CBT can provide TWTC with the E9-1-1 services described herein.

11.1.6 Carrier Code. CBT shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from TWTC.

11.2 Non-Published Numbers. Subject to any applicable confidentiality requirements imposed by law regarding non-published numbers, the Parties shall reciprocally provide their respective numbers and contact names for their non-published bureaus so that each Party's operators shall have the capability to contact the other in order to request that a Party's operator notify that Party's Customer with a non-published number of an urgent call or emergency at the request of a user of the other Party.

11.3 Directory Listings. CBT, as publisher of its White Pages, will include Primary Listings of TWTC's Customers in its White Pages, and shall cause its Publisher to include primary listings of TWTC's directory customers in its Publisher's Yellow Pages directories under the following terms and conditions:

11.3.1 CBT will publish the Primary Listing of TWTC Customers located within the geographic scope of its White Pages directory.

11.3.2 Listings of TWTC Customers shall be interfiled with listings of Customers of CBT and other LECs serving the same geographic area where such listings are included within a directory.

11.3.3 CBT shall provide TWTC with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

11.3.4 CBT or its Publisher must receive all Primary Listings of TWTC Customers prior to the service order close date for the directory in which those listings are to appear. CBT or its Publisher will provide TWTC with appropriate service order close dates within thirty (30) days of this information becoming available.

11.3.5 Nothing in this Agreement shall restrict CBT's and its Publisher's authority from altering the geographic scope, directory life, headings, content or format of the directories. CBT and its Publisher will provide information on such alterations at the same time such information is provided to CBT.

11.3.6 At the rate set forth in the Pricing Schedule, CBT shall include, in the customer information section of its White Pages Directory, information about TWTC services, including addresses and telephone numbers for TWTC Customer service. The form and content of such customer information shall be provided by TWTC to CBT prior to the close date for the customer information section. CBT shall maintain editorial rights as well as control of the format and design of these pages. TWTC will work directly with the Publisher to include customer information in the Publisher's Yellow Page directory. If TWTC wishes to share an information page with other NEC's who agree to the arrangement, the per-page charge will be proportionately reduced.

11.4 Listing and Listing Updates. TWTC will provide TWTC Customer Primary Listings and Listing Updates to CBT or its Publisher on a non-exclusive basis as follows:

11.4.1 TWTC shall provide its Customer Primary Listings to CBT or its Publisher in a mutually agreeable form and format. CBT or its Publisher will not impose an additional charge for changes to Customer Primary Listings previously provided by TWTC to CBT or its Publisher.

11.4.2 Within two (2) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of a TWTC Customer, TWTC shall provide Listing Updates to CBT in a form and format acceptable to CBT.

11.4.3 TWTC will cooperate with CBT or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of TWTC's Listing Updates to CBT or its Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

11.4.4 Publisher or CBT may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of TWTC. CBT will at the request of TWTC provide TWTC's customer listings to third party directory publishers or directory assistance providers who request them.

11.5 Directory Delivery. CBT will provide initial and secondary (replacement, additional or New Line orders) delivery of CBT's White Page Directory and shall cause its Publisher to provide initial and secondary (replacement additional or new line orders) delivery of Yellow Page directories to TWTC Customers under the same terms and conditions that CBT delivers to its customers. Timing of such delivery and determination of which telephone directories shall be delivered (by customer address, NPA NXX or other criteria) and the number of telephone directories to be provided per customer, shall be provided under the same terms that CBT delivers telephone directories to its own local service customers. Upon directory publication, CBT will arrange for the distribution of the directory to TWTC Customers in the directory coverage area.

11.6 Nondiscriminatory Formats. CBT shall make available to TWTC Customers the same White Pages formats and shall cause its Publisher to make available the same Yellow Pages format that CBT and its Publisher provides to its retail Customers, at the same rates, terms and conditions.

11.7 Compensation. Upon receipt of a listing, TWTC will compensate CBT at the rate set forth in the Pricing Schedule which amount includes: inclusion of Primary Listings in the White Page directory for residence and business customers and the Yellow Page directory for business customers and Listing Updates in the White Pages, Yellow Pages and the directory assistance database, distribution of directories in accordance with Section 11.5, and inclusion of Primary Listings and Listing Updates in other directories published by CBT or its Publisher. In the event the Commission determines in the Alternative Regulation proceeding or other proceeding that CBT

should provide such directory services at no cost or at a lower cost than that provided for in the Pricing Schedule, the amounts provided in the Pricing Schedule will be reduced accordingly.

11.8 Directory Assistance Database. CBT shall take such action as may be necessary to ensure that TWTC's Customers' primary listings and any changes to such listings are included in the directory assistance database as soon as possible but in no event longer than two Business Days after TWTC provides the necessary information to CBT.

ARTICLE XII
RESALE -- SECTIONS 251(c)(4) and 251(b)(1) .

12.1 Availability of Wholesale Rates for Resale.

CBT shall offer to TWTC for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, or as modified pursuant to Section 251(f)(2) on such terms and conditions as the Parties may agree in a separate agreement governing such resale.

12.2 Availability of Retail Rates for Resale.

Each Party shall make available its Telecommunications Services for resale at retail rates to the other Party in accordance with Section 251(b)(1) of the Act or as modified pursuant to Section 251(f)(2).

ARTICLE XIII
NOTICE OF CHANGES -- SECTION 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or networks, as well as any other changes that would affect the interoperability of those facilities and networks, the Party making such change shall provide at least ninety (90) days advance written notice of such change to the other Party or within such time period as determined by the FCC or the Commission.

ARTICLE XIV
DIALING PARITY -- SECTION 251(b)(3)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

ARTICLE XV
ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

Each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements and in accordance with Section 224 of the Act.

ARTICLE XVI
COLLOCATION -- SECTION 251(c)(6)

CBT will provide to TWTC Physical Collocation and Virtual Collocation in accordance with Schedule 16.

ARTICLE XVII
SECTION 251(b) PROVISIONS
NUMBER PORTABILITY -- SECTION 251(b)(2)

17.1 Provision of Local Number Portability (LNP)

Both TWTC and CBT shall jointly cooperate to implement all applicable requirements for Local Number Portability as set forth in the Act, FCC rules and regulations, and the rules and regulations of the Commission. Specific rules, regulations, and rates for Local Number Portability (LNP) Query Service are available in CBT's Access Service Tariff FCC No. 35, Section 13.3.9.

17.1.1 Conventions. For purposes of this Article XVII, Party A means the Carrier from which a telephone number is Ported, and Party B means the carrier to which a telephone number is ported.

17.1.2 The Parties agree that as part of either carrier's implementation of LNP in an existing switch or in the process of deploying a new switch, the Parties shall cooperate in joint testing for the implementation of LNP.

17.1.3 The use of LNP shall not subject either Party or its customers to any degradation of service compared to the other Party and its customers as measured by any relevant performance standard, including transmission quality, switching, and transport costs, increased call set-up time and post-dial delay. Both Parties shall act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP due to abnormal conditions. Both Parties agree to begin default queries, as necessary, only after the first telephone number in a LNP-capable NXX has actually been ported.

17.1.4 Both Parties shall provide updates to the LERG at least forty-five (45) days prior to the LNP effective date and will identify the portable switches and NXXs. All NXXs assigned to LNP-capable switches are to be designated as portable unless a NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular, and wireless services; codes assigned for internal testing and official use; codes assigned to mess calling on a choked network; and any other NXX codes required to be designated as non-portable by the rules of the FCC or Commission. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

17.2 Procedures for Providing LNP

The Parties shall follow the Local Number Portability provisioning process recommended by the North American Numbering Council ("NANC") and adopted by the FCC. In addition, the Parties agree to follow the Local Number Portability ordering procedures established at the Ordering and Billing Forum ("OBF").

17.2.1 The Parties shall work cooperatively to port customer's telephone number(s) using LNP.

17.2.2 When a telephone number is ported from Party A's network using LNP, Party A shall remove any non-proprietary line-based calling cards associated with the ported number(s) from its LIDB. Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or the customer.

17.2.3 When a customer of Party A ports their telephone number(s) to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line prior to the due date of the porting activity. When the ten digit unconditional trigger is not available, the Parties must coordinate the disconnect activity.

17.2.4 The Parties shall include the Jurisdictional Information Parameter ("JIP") in the Initial Address Message ("IAM") that contains the LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

17.2.5 NXX Migration. Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently re-assigned, in the case of the subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead times for movements of NXXs from one switch to another.

17.3 LNP Performance. The Implementation, Forecasting, Planning and Standards Committee described in Section 30.3 will address LNP Performance.

ARTICLE XVIII
SERVICE PERFORMANCE RECORDS

CBT will keep activity records concerning its compliance with the Interconnection Performance Benchmarks and Network Element Benchmarks criteria listed in Schedules 4.7 and 9.8.

ARTICLE XIX
RESPONSIBILITIES OF THE PARTIES

19.1 Best Efforts. At all times during the term of this Agreement or any extension, the Parties agree to use their best efforts to comply with all provisions herein in a fair and nondiscriminatory manner.

19.2 Reports; Audits. The Parties agree to exchange such reports and/or data as required under this Agreement to facilitate the proper billing of traffic. Upon thirty (30) days' written notice, any Party may request an audit of the usage reports and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. No Party shall have access to the data of the Party subject to the audit, but shall rely upon summary results provided by the independent auditor. Each Party shall maintain reports, records and data relevant to the billing of any Services that are the subject matter of this Agreement for a period not less than twelve (12) months after creation thereof. A request for an audit must be received within one (1) year of receipt of the PLU factor and usage reports provided by the Party to be audited.

19.3 Traffic Forecasts. Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6)-calendar-month forecast of its traffic and volume requirements for the Interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. TWTC shall provide CBT with monthly service projections including, without limitation, busy hour usage for CBT's access capacity. CBT shall manage its network in order to accommodate TWTC's projected traffic at the required grade of service.

19.4 Control Office Functions.

19.4.1 The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and all Parties shall share the overall coordination, installation, and maintenance responsibilities for such trunks and trunk groups.

19.4.2 TWTC shall be responsible for all Control Office functions for the Meet-Point Trunking, Trunks and Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

19.5 Each Party shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with the other Party's technicians;
- b. Notify the other Party when there is any change affecting the service requested, including the due date;

- c. Coordinate and schedule testing activities of its own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date;
- d. Perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to the other Party;
- e. Advise the other Party's Control Office if there is an equipment failure which may affect the Interconnection trunks;
- f. Provide the other Party with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day seven (7) days a week; and,
- g. Provide to the other Party test-line numbers and access to test lines. (For example, provide MLLI WATT number that includes test line numbers, i.e., 105, 108).

19.6 TWTC Services. In addition to the services specifically provided for in this Agreement, CBT may request additional services from TWTC and the Parties will enter into good faith negotiations with respect to such request. TWTC will be under no obligation to provide services that the Act does not require it to provide.

19.7 Fraud. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.8 Trouble Reports. The Parties shall cooperatively plan and implement coordinated repair procedures for the Meet-Point Trunks and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

19.9 Billing Contact. The Parties shall provide their respective billing contact numbers to one another.

19.10 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance in accordance with statutory limits. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.11 Responsibility to Customers. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

19.13 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

19.14 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

19.15 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.16 Switch Programming. Each Party shall program and update its own Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

CBT will provide TWTC with a listing, and any future updates to:

- 1) Centrex business group information;
- 2) Switch Network ID Information;
- 3) Local calling area data.

19.17 Numbering Resources. For so long as CBT serves as numbering administrator within the Territory, CBT shall grant TWTC's request for sufficient numbering resources so that the Parties can distinguish Local Traffic (measured and unmeasured) from IntraLATA Toll Traffic.

19.18 Network Information. CBT shall, upon the request of TWTC, provide the following network information, subject to any necessary privacy or proprietary safeguards:

- (a) Points of Interconnection available on the CBT network;
- (b) List of all local exchanges, and for each local exchange, the NXXs that are defined as within CBT's "local calling areas;"
- (c) Switch locations (including Tandems and End Offices).

19.19 Referral Announcement. When a Customer changes its service provider from CBT to TWTC, or from TWTC to CBT, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to the other Party and the Customer, for a period consistent with Minimum Telephone Services Standards ("MTSS"). However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. Business customers will receive

referral service for main listed telephone numbers. Additional numbers can be referred at an additional charge.

19.20 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement. In the event of a labor dispute and to the extent permitted by Applicable Law, a Party shall attempt to minimize impairment of service to the other Party, but in any event, to the extent a given service is affected by a labor dispute, CBT shall treat all Customers of such service, including itself, its subsidiaries and affiliates, equally.

19.21 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

ARTICLE XX NETWORK MANAGEMENT

20.1 Network Management.

20.1.1 TWTC and CBT shall work cooperatively to install and maintain a reliable network. TWTC and CBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, and such other information as the Parties shall mutually agree) to achieve this desired reliability.

20.1.2 TWTC and CBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

20.2 Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward or from each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed by such Party.

20.3 Expansive Controls. Where the capability exists, originating or terminating traffic rerouting may be implemented by a Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall only be used when the Parties mutually agree.

20.4 Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.

20.5 Network Harm. Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality to service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

ARTICLE XXI
CANCELLATION CHARGES

Except as otherwise provided in any applicable tariff or contract referenced herein or as otherwise specifically provided for in this Agreement, no cancellation charges shall not be imposed upon, or payable by, either Party.

ARTICLE XXII INDEMNIFICATION

22.1 Except as provided in Section 23.3, each Party (the “Indemnifying Party”) shall defend and indemnify the other Party (the “Indemnified Party”) and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct (“Fault”) by such Indemnifying Party, its agents, contractors, or others retained by such parties, in connection with its provision of services or functions under this Agreement; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment or agency, and (2) with respect to contractors or others retained by the Indemnifying Party, such Fault occurs in the course of performing duties within the scope of their contract or other such relationship with the Indemnifying Party; and provided, however, that in cases where the Loss to the third party is caused in part by the Fault of the Indemnified Party, its employees, agents or contractors, the indemnity obligation shall be limited to the Indemnifying Party’s proportionate Fault.

22.2 Each Party (“Indemnified Party”) shall be indemnified, defended and held harmless by the other Party (“Indemnifying Party”) against any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving;

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Indemnifying Party's own communications; or

(2) Claims for patent, trademark, copyright infringement or other infringement of intellectual property rights, arising from the Indemnifying Party’s acts combining or using the service furnished by the Indemnified Party in connection with facilities or equipment furnished by the Indemnifying Party or its Customers, agents, subcontractors or others retained by such Parties.

22.3 Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party arising from the first Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (“CALEA”) and shall at such non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

22.4 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss indemnified in this Article XXII. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand for which such Indemnifying Party is or may be responsible and of which the Indemnified Party has knowledge and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such actions or claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party

has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. If an Indemnified Party refuses to approve settlement of a Claim, it shall take over the defense of the Claim at its own expense and the Indemnifying Party shall not be responsible for any cost or liability in excess of the refused settlement.

ARTICLE XXIII
LIMITATION OF LIABILITY; DISCLAIMER

23.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier providing a portion of a service.

23.2 Each Party shall, to the maximum extent permitted by applicable law, provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall either Party or any of its agents, contractors or others retained by such parties be liable to any Customer for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 23.3). In the event that a Party breaches its obligation under this Section 23.2, the breaching Party shall be liable to the non-breaching Party for any and all Losses resulting from such breach, including, without limitation, indemnification and/or reimbursement for Losses arising from claims from such breaching Party's Customers.

23.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 22.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party.

23.4 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XXIV EFFECTIVENESS; TERM

24.1 The Parties shall file this Agreement with the Commission immediately following its execution in accordance with the Act and, unless rejected by the Commission, this Agreement shall become fully effective when approved by the Commission (or the FCC if the Commission fails to act) or when deemed approved under the Act. Prior to such approval, this Agreement will be effective for the purposes of ordering collocations, trunk ordering, formation of the Committee and all other activities that must occur prior to the Interconnection Activation Date.

24.2 The Parties agree to Interconnect their networks pursuant to the terms and conditions of this Agreement in the Territory from June 14, 2001 until June 13, 2004 (the “**Initial Term**”) pursuant to Section 24.1. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a “**Renewal Term**”) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred sixty (160) days prior to the expiration of the Initial Term or a Renewal Term, in which case this Agreement shall terminate at the expiration of the then-current term; provided, however, in the event a Party delivers timely to the other Party a written request to negotiate the rates, terms, and conditions of interconnection pursuant to **Section 24.3** below, that this Agreement shall continue in full force and effect until it is terminated or replaced by a superseding agreement as set forth in **Section 24.3** below.

24.3 Upon delivery of written notice at least one hundred sixty (160) days prior to the expiration of this Agreement, either Party may require negotiations of the rates, terms, and conditions of the Interconnection arrangements to be effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new terms within one hundred thirty five (135) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate Interconnection arrangements. If the Parties are unable to mutually agree on such new terms or the Commission does not issue its order prior to the expiration date of the Agreement, this Agreement shall continue in full force and effect on and after the expiration of the term, subject to the terms and conditions of this Section 24.3 until terminated as provided herein. In the event that the Commission does not issue its order prior to the expiration of the Agreement, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date. Until a revised or subsequent Interconnection arrangement becomes effective, the Parties shall continue to perform in accordance with the terms of this Agreement.

24.4 Interim Rates. If the rates, charges and prices set forth in this Agreement are “interim rates” established by the Commission or the FCC, the Parties agree to replace such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

24.5 Final Rates for Transport and Termination. The Parties agree that the rates for Transport and Termination for both Local Traffic and Information Access Traffic are consistent with the rate caps and methodologies established in the FCC’s April 27, 2001 ISP Order, are

final rates not subject to change for the term of this Agreement, are not subject to the exercise of Article XXVI and are not subject to true-up.

24.6 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses incurred or accrued prior to such expiration or termination, provided that such Party would be entitled to recover for such services or expenses under the provisions of this Agreement.

ARTICLE XXV FORCE MAJEURE

No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than obligations to make money payments, reimbursements or issue credits) resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation, acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body; embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event"); or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day or hour-for-hour, as applicable, basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day or hour-for-hour, as applicable, basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and the Parties shall proceed to perform with dispatch once the causes are removed or cease. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay and by a reasonable amount of time required to reconstruct network infrastructure or of the components thereof. Upon the elimination of the delaying condition and to the extent the delaying condition was equally applicable to its own operations, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CBT caused by the force majeure event, CBT agrees to resume performance in a nondiscriminatory manner, and CBT agrees not to favor its own restoration of Telecommunications Services above that of TWTC.

ARTICLE XXVI
GOVERNING LAW AND REGULATORY APPROVAL

26.1 Governing Law. . This Agreement shall be governed by the laws of the State of Kentucky, without giving effect to the principles of conflicts of law thereof, and federal law, as applicable, including the Act.

26.2 Filing with Commission. . The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission, the FCC or a court of competent jurisdiction rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and any other provisions that would be materially affected by the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act, including challenging the validity of any portion of the Act or an FCC or Commission rule, order, Guideline or other determination made pursuant to the Act, or the application by CBT for suspension or modification of portions of the Act or rules pursuant to Section 251(f)(2) of the Act. In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 252(f)(2) of the Act, the Parties shall negotiate as necessary to incorporate the applicable terms and conditions of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of this Agreement.

26.3 Amendment or Other Changes to the Act; Reservation of Rights. . The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based in part on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment to the Act, or any effective legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185, and CS Docket No. 96-166, or any applicable Commission rule, Local Service Guideline, order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), either Party may, by providing written notice to the other Party require that any provision that would be materially affected by the Amendment to the Act be renegotiated in good faith and this Agreement be amended accordingly to reflect each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

26.4 Regulatory Changes. . If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in Section 29.3) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice to the other Party (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

ARTICLE XXVII
DEFAULT

If either Party believes the other Party is in breach of this Agreement or in violation of law, it shall give the other Party written notice of such breach or violation ten (10) days prior to commencing the dispute resolution procedures set forth in Article XXIX.

ARTICLE XXVIII NONDISCLOSURE

28.1 All information, including, but not limited to, summary results of audits, specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished or made available or otherwise disclosed by one Party to (a "Disclosing Party") the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") dealing with Customer specific, facility specific, or usage specific information, other than Customer information communicated for the purpose of publication of directory database inclusion, forecasts or projections, all information audited hereunder or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Disclosing Party. A Receiving Party is not in breach of any non-disclosure obligation for disclosing information received by it without notice that such information was to be treated as "Confidential" or "Proprietary."

28.2 Notwithstanding the requirements of this Article XXVIII, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information (CPNI) of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed "Proprietary Information" of that Party. A Party may only use CPNI consistent with the Act and the appropriate authorization from the Customer.

28.3 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the Receiving Party may retain one copy for archival purposes and if applicable, as necessary to perform its obligations under this Agreement.

28.4 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

28.5 It will disclose Proprietary Information only to those of its employees, contractors, consultants, agents and affiliates who have a need for it in connection with the use or provision of services required to fulfill this Agreement, will cause such persons to use such Proprietary Information only to effectuate the terms and conditions of this Agreement and for no other purpose, and will not permit any of such persons to disclosure such Proprietary Information to any other third person.

28.6 Any Receiving Party so disclosing Proprietary Information to its employees, contractors, consultants, agents or affiliates shall be responsible for any breach of this Agreement by any of its employees, contractors, consultants, agents or affiliates and such Receiving Party agrees to use its reasonable efforts to restrain its employees, contractors, consultants, agents or affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information and to assist the Disclosing Party in its efforts to protect such information from disclosure. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

28.7 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information which

- a. was at the time of receipt already known to the Receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the Disclosing Party; or
- b. is, or becomes, publicly known through no wrongful act of the Receiving Party; or
- c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; or
- d. is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e. is approved for release by written authorization of the Disclosing Party; or
- f. is required to be disclosed by the Receiving Party pursuant to applicable law, regulation or order of a court or regulatory body provided that the Receiving Party shall give sufficient notice of the requirement to the Disclosing Party to enable the Disclosing Party to seek appropriate protective relief and will cooperate with the Disclosing Party's attempt to obtain such relief.

28.8 Notwithstanding any other provision of this Agreement, to the contrary, the Proprietary Information provisions of this Agreement shall apply to all information furnished by any Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

ARTICLE XXIX
DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, such disputes shall be resolved in accordance with this Article XXIX: The Parties shall first discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about the nature of the dispute. Such conference shall occur at least at the Vice President level for each Party. In the case of CBT, its Vice President or equivalent officer, shall participate in the meeting, and TWTC's, Vice President for Business Services or equivalent officer, shall participate. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties' are unable to resolve issues related to a dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, then thereafter, the Parties shall attempt in good faith to address any default or resolve any dispute according to the rules, guidelines and regulations of the Commission. In the event there are no such dispute resolution rules, guidelines or regulations of the Commission, the Parties shall submit such dispute to the procedures agreed to by the Committee.

ARTICLE XXX
MISCELLANEOUS PROVISIONS

30.1 Authorization

30.1.1 CBT is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio. CBT has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

30.1.2 TWTC is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. TWTC represents and warrants to CBT that it has been certified as a LEC by the Commission and is authorized to provide, within the areas where it intends to provide services pursuant to this Agreement in the State of Kentucky, the services it has contracted to provide herein.

30.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

30.3 Implementation, Forecast, Planning And Standards Committee The Parties hereby agree to the formation of an Implementation, Forecast, Planning and Standards Committee which shall be composed of representatives of both Parties for the purpose of: developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party's Customers and each other; promoting reliable forecasting of facility and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and, developing appropriate standards by which to evaluate the quality and timeliness of performance. If needed, the Parties, through the Committee, shall jointly develop and implement an implementation plan regarding technical and operational interfaces and procedures not covered by this Agreement ("Implementation Plan"). Within thirty (30) days of the execution of this Agreement, each Party shall designate, in writing, no more than three (3) persons to be permanent members of this Committee provided that either Party may include, in Committee meetings or Committee activities, such technical specialists or other persons as may be reasonably required to address a specific task, matter or subject. Each Party shall give its representatives on the Committee direct access to those persons who have authority to make decisions on behalf of such Party and bind such Party, provided, however, where decisions must be escalated from the Committee for resolution, such escalation shall occur within five (5) days. The Parties will use their best efforts to conduct the first Committee meeting and identify a schedule and procedures for the purpose of satisfying the objectives of this Section 30.3 within 60 days from the execution of this Agreement. The Parties understand and agree that it is not possible, as of the date this Agreement is executed, to list or define all the needs, resources and capabilities that may be required to efficiently and effectively accomplish the objectives of this Agreement. It is the specific intent of the Parties that the Committee created by this Section 30.3 shall provide the flexibility that shall be required to allow this Agreement to dynamically adapt the relationship of the Parties as circumstances warrant or as otherwise required. The Committee will also address such other matters specifically referenced in this Agreement that are to be determined by the Committee. The Parties anticipate that the matters

addresses by the following Articles may require further determinations by the Committee: IV, V, VI, VII, VIII, IX, X, XI, XVI, XVII, XVIII, XIX, XX, XXIX, and XXX. In addition, where this Agreement provides that intervals for the provision of a service will be negotiated on a case-by-case basis and the Parties are repeatedly unable to reach agreement on acceptable intervals, at the request of either Party, the Committee will determine whether standard intervals should be substituted for negotiated intervals. Determinations by the Committee may be incorporated in the Implementation Plan or this Agreement according to Section 30.18 but shall, nonetheless, be in writing and provided to the persons specified in Section 30.19 to receive notices.

30.4 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

30.5 Disputed Amounts

- a. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges provided that such charges were paid. The Billed Party shall pay when due all undisputed amounts to the Billing Party. Notwithstanding the foregoing, except as provided in Section 19.2, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding eighteen (18) months of the date on which the other Party received notice of such Disputed Amounts.
- b. If the Billed Party disputes charges and the dispute is resolved in favor of such Billed Party, the Billing Party shall credit the invoice of the Billed Party for the amount of the Disputed Amounts along with any applicable late payment charges no later than the second Bill Due Date after the resolution of the Dispute. If the Billed Party paid the disputed charges, the Billing Party will credit the Billed Party with interest on the amount so paid from the payment date to the date the credit is issued in accordance with Section 30.8. Accordingly, if a Billed Party disputes charges and the dispute is resolved in favor of the Billing Party, the Billed Party shall pay the Billing Party the amount of the Disputed Amounts and any associated

late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Late payment charges shall be assessed as set forth in Section 30.8.

- c. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- d. If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after referral of the dispute pursuant to Article XXIX of this Agreement, then either Party may file a complaint with the Commission to resolve such issues. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded, plus applicable late fees, to be paid to either Party.
- e. The Parties agree that all negotiations pursuant to this Section 30.5 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

30.6 Billing

30.6.1 Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this Section.

30.6.2 In order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party will implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by the other Party.

30.6.3 CBT shall format each bill in accordance with the formats agreed upon by the Committee.

30.6.4 CBT will assign unique billing codes as agreed upon by the Committee.

30.6.5 Recording. To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party, in accordance with the Implementation Plan and as specifically required herein.

30.6.6 Payment of Charges. Subject to the terms of this Agreement, a Party shall pay the other Party (“Billing Party”) all undisputed amounts on or before the date (“Bill Due Date”) which is 31 calendar days after the bill date or by the next bill date, whichever is shortest. If the Bill Due Date is on a day other than a Business Day, payment will be due and the Bill Due Date shall be the next following Business Day. Payments shall be made in U.S. Dollars (i) via electronic funds transfer (“EFT”) with immediately available funds to the other Party’s bank account, or (ii) by check. To the extent that a Party (the “Paying Party”) pays via EFT, within thirty (30) days of the Effective Date, the other Party shall provide the Paying Party the name and address of its bank, its account and routing number and to whom payments should be made payable. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

30.6.7 Late Payment Charges. Except for Disputed Amounts, if a Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by a Party after the Bill Due Date, or if payment is not made by check that is currently dated and drawn on an account with sufficient available funds, then a late payment charge may be assessed as provided in Section 30.8.

30.6.8 Single Point of Contact. CBT shall provide to TWTC a single point of contact, CBT’s LEC-C, for handling any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

30.6.9 CBT has two billing systems, each of which has a fixed billing period. Resale will be in the 1st CRIS billing period every month; and unbundled loops will be in the 7th CABS billing period every month. These billing periods coincide with current CABS and CRIS billing procedures. CRIS bills will be sent via NDM, if requested by TWTC. Bill data tapes will be shipped overnight.

30.7 Adjustments.

30.7.1 As provided in this Agreement, a Party shall promptly reimburse (if paid) or credit (if invoiced, but not paid) the other Party for any charges that should not have been billed to the other Party as provided in this Agreement along with accrued interest on any reimbursed amounts as provided in Section 30.8. Such reimbursements or credits shall be set forth in the appropriate section of the invoice.

30.7.2 As provided in this Agreement, a Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (“Underbilled Charges”); provided, however that, except as provided in Section 19.2, the Billing Party shall not bill for Underbilled Charges which were incurred more than ninety (90) days prior to the date that the Billing Party transmits a bill for any

Underbilled Charges. For purposes of charges received from another entity, they are deemed incurred when received but must be billed within 45 days from such date.

30.8 Interest on Unpaid or Overbilled Amounts. Except as otherwise provided elsewhere, any undisputed amounts not paid when due or any amounts paid that were paid as a result of a billing error, as the case may be, shall accrue interest from the date such amounts were due or received, as the case may be, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily for the number of days from the Bill Due Date or date such overpayment was received until the date that payment or reimbursement, as the case may be, is actually received by the appropriate Party.

30.9 Remedies. No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise. However, any other rights or remedies now or hereafter existing under applicable law or otherwise shall continue to be available only to the extent such right or remedy has not been excluded or modified by the terms of this Agreement.

30.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

30.11 Section 252(i) and Section 251(c) of the Act.

30.11.1 Each Party shall make available to the other in a particular geographic area, as required by Section 252(i) of the Act, any interconnection, service, or network element provided under an agreement approved under Section 252 of the Act to which it is a party covering the same geographic area upon the same terms and conditions as those provided in the agreement.

30.11.2 At all times during the term of this Agreement or any extension, the Parties agree to use their best efforts to comply with all provisions herein in a fair and nondiscriminatory manner and further agree that CBT shall, in compliance with Section 251(c)(2)(D) and 251(c) provide Interconnection and access to unbundled network elements at any Technically Feasible Point on rates, terms and conditions that are just, reasonable and nondiscriminatory.

30.11.3 The Parties acknowledge that the provisions of this Agreement with respect to Performance Benchmarks, Non-performance Service Credits and compensation to CBT for Directory Listings and directory distribution were negotiated as a package, involved a balance of interests peculiar to the two Parties, and as such would not have been agreed between the Parties on an individual basis.

30.12 Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. No license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or

hereafter owned, controlled or licensable to a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at its own cost that it has obtained any necessary licenses in relation to intellectual property of third Parties in order to perform its obligations under this Agreement.

30.13 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However, the Parties shall negotiate in good faith to amend this Agreement to replace, with enforceable language that reflects such intent as closely as possible, the unenforceable language and any provision that would be materially affected by vacation of the unenforceable language.

30.14 Performance. The Parties understand and agree that each Party's ability to effectively and efficiently provide local exchange service to their respective Customers shall substantially depend upon each Party's responsiveness to the other Party's requests and each Party's performance of its responsibilities under this Agreement.

30.15 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

30.16 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided that each Party may assign this Agreement to an Affiliate or an entity under common control with it or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. No assignment or delegation hereof should relieve the assignor of its obligations under this Agreement.

30.17 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

30.18 Modification. No variation or modification of this Agreement and no waiver of any of its terms or conditions shall be valid unless it is in writing and signed by the duly authorized officers of the Party or Parties sought to be charged.

30.19 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c)

mailed, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties.

To TWTC:

Tina Davis
Vice President, Deputy General Counsel
Time Warner Telecom
10475 Park Meadows Drive
Littleton, CO 80124
Facsimile: 303-566-1010

with a copy to:

Pamela H. Sherwood
Vice President of Regulatory
Time Warner Telecom
4625 West 86th Street
Suite 500
Indianapolis, IN 46268
Facsimile: 317-713-8937
Tel.: 317-713-8977

To CBT:

Cincinnati Bell Telephone
201 East Fourth Street, 102-1000
Cincinnati, Ohio 45201-2301
Attn.: Vice President & General Manager – Carrier Services
Facsimile: 513-241-8735

with a copy to:

Cincinnati Bell Telephone
201 East Fourth Street, 102-620
Cincinnati, Ohio 45201-2301
Attn.: General Counsel
Facsimile: 513-397-9557

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next Business Day when notice is sent via express mail or personal delivery, (iii) upon signature for receipt in the case of certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

30.20 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30.21 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Articles XXII, XXVIII, XXIX; and Sections 5.12.2.2, 30.4, 30.5, 30.10 and 30.12.

30.22 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Except as specifically provided, nothing in this Agreement shall be deemed to affect any access charge arrangement. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Time Warner Telecom of Ohio, L.P.
By: Time Warner Telecom General
Partnership, its general partner
By: Time Warner Telecom Holdings, Inc.,
its general partner

Cincinnati Bell Telephone Company

By: _____

By: _____

Name: Tina Davis

Name: Christian Gartner

Title: Vice President, Deputy General Counsel

Title: Vice President & General Manager –
Carrier Services

INTERIM PRICING SCHEDULE FOR INTERCONNECTION
(Subject to Section 24.4)

	RATE ELEMENT	RECURRING RATE	NONRECURRING CHARGE
ITEM I	Transport and Termination:		
A.	Transport and Termination for Local Traffic and Information Access Traffic as of June 14, 2001 ¹ - Termination of Local Traffic and Information Access Traffic within annual MOU caps	\$.0015 per minute from June 14, 2001 to December 13, 2001 \$.0010 per minute from December 14, 2001 to June 13, 2003 \$.0007 per minute from June 14, 2003 to June 13, 2004 or further FCC Order, whichever occurs later	
ITEM II	BLV/BLVI		
A.	Busy Line Verification (BLV)	\$ 1.16 per use	
B.	Busy Line Verification Interrupt (BLVI) (in addition to BLV charge)	\$ 1.35 per use	
ITEM III	Transit Service Transit Traffic between CLEC and 3 rd party LEC or CMRS provider	See FCC No. 35 for Tandem Switching/Transport Charges	
ITEM IV	Unbundled Network Elements		
A.	Analog Loops ²		
A. 1.	2-Wire VG Analog Loop		
	Band 1	\$17.44	\$99.43
	Band 2	\$22.23	\$99.43
	Band 3	\$25.84	\$99.43
A.2.	4-Wire VG Analog Loop		
	Band 1	\$34.89	\$122.27
	Band 2	\$44.46	\$122.27
	Band 3	\$51.68	\$122.27
B.	Conditioning Options for 2-wire and 4-wire VG Analog Loops ³		
B.1.	Improved Voice Grade Loss		

¹ Transport and Termination rates as of June 14, 2001 were set by the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 FCC 01-131 on remand from the Court of Appeals for the District of Columbia adopted on April 18, 2001, and are not subject to true up.

² Rate Bands defined in Attachment A.

³ Conditioning Options apply in addition to Loop charges.

	RATE ELEMENT	RECURRING RATE	NONRECURRING CHARGE
B.1.a.	Qualification	-	\$46.28
B.1.b.	Conditioning	\$20.93	\$55.01
B.2.	Non-Loaded Copper Loop Guarantee		
B.2.a.	Qualification	-	\$46.28
B.2.b.	Load Removal (up to 5 loops to same location)	-	\$460.65
B.3	ISDN Compatible conditioning		
B.3.a.	Qualification	-	\$79.49
B.3.b.	Conditioning copper loop	\$56.45	\$464.28
B.3.c.	Conditioning derived loop	\$39.55	\$60.42
B.4	HDSL Qualification		
B.4.a.	2-wire	-	\$95.96
B.4.b.	4-wire	-	\$163.65
C.	Digital Loops	\$62.41	-
C.1.	4-wire 64 K bps Digital Loop		
C.2.	4-wire 1.544 Digital Mbps Loop	\$121.06	-
D.	Access to NID (access to NID for accessing customer premises wiring (inside wire only; does not include the NID itself)	Included in Loop rate.	
E.	Interoffice Transmission Facilities		
E.1.	Dedicated Transport and Unbundled Dedicated Entrance Facility		
	DS1	Proxied from Access Tariff FCC No. 35	
	DS3	“	
	OC3	“	
	OC12	“	
	OC48	“	
E.2.	Optional Features		
E.2.a.	Clear Channel Capability, per 1.544 (DS1) bit stream	“	
E.2.b.	Central Office Multiplexing		
E.2.b.1.	DS3 to DS1	“	
E.2.b.2.	DS1 to Voice Grade	“	
F.	Miscellaneous Charges		

	RATE ELEMENT	RECURRING RATE	NONRECURRING CHARGE
F.1	Service Order Charge ⁴		\$10.66
F.2.	Service Order Change Charge/Record Charge		\$12.25
F.3.	Line Connection Charge ⁵		\$24.57
F.4	Additional Engineering, Additional Labor, and Maintenance of Service Charges ⁶		
G.	Signaling Networks (CCS/SS7)		
G.1.	Signaling Link	Proxied from Access Tariff FCC No. 35	
G.2.	Port Termination	“	
H.	Directory Assistance	\$.30 per call	
ITEM V	E911 Service		
A.	Rate Per End User Line	\$.12	
B.	Optional Manual update (per hour)	\$33.58	
ITEM VI	Collocation		
A.	Application Fee		\$1000.00
B.	Conduit/Entrance Facility		
	West 7 th St	\$.31 per innerduct ft.	
	Avondale	\$.31 per innerduct ft.	
	Evendale	\$.31 per innerduct ft.	
	Rossmoyne	\$.31 per innerduct ft.	
C.	Riser/Cable Space		
	West 7 th St	\$.01 per ft.	
	Avondale	\$2.00 per ft.	
	Evendale	\$2.00 per ft.	
	Rossmoyne	\$2.00 per ft.	
D.	Floor Space		
	West 7 th St	\$ 7.02 per sq. ft.	
	Avondale	\$ 7.02 per sq. ft.	
	Evendale	\$ 7.02 per sq. ft.	
	Rossmoyne	\$ 7.02 per sq. ft.	

⁴ Applies as necessary for service orders.

⁵ Applies for service migration.

⁶ These charges apply as specified in CBT's Access Tariff No. 35, whenever there are requirements for Service Coordination, Stand-by, Outside Normal Business Hours Installation and Repair, and Maintenance Of Service.

	RATE ELEMENT	RECURRING RATE	NONRECURRING CHARGE
E.	General Maintenance of Area		
	West 7 th St	\$ 7.02 per sq. ft.	
	Avondale	\$ 7.02 per sq. ft	
	Evendale	\$ 7.02 per sq. ft	
	Rossmoyne	\$ 7.02 per sq. ft	
F.	Power Consumption		
	West 7 th St	\$ 7.00 per fuse amp	
	Avondale	\$ 7.00 per fuse amp	
	Evendale	\$ 7.00 per fuse amp	
	Rossmoyne	\$ 7.00 per fuse amp	
G.	Power Delivery		\$312.00 per lead
H.	Security Access		\$1.50 per key
I.	Internal Rates 24 Fiber Lightguide Cable from vault Splice to Collocation Space		\$.98 per in. ft.
J.	Interduct@ 1" within Cable Vault		\$.26 per in. ft.
K.	Splicing Outside Fiber to Internal Rated Fiber		
K.1.	Per 1 st splice		\$408.19
K.2.	Per each additional splice		\$ 16.04
L.	Splice Testing		
L.1.	Per 1 st splice		\$ 64.19
L.2.	Per each additional splice		\$ 16.04
M..	Cable Pull from Manhole to Collocation Space		
M.1.	First 100 ft.		\$ 64.19
M.2.	Per addl 100 ft.		\$ 16.04
N.	Cage Construction and Materials		
N.1.	Fencing		\$ 12.00 per ft.
N.2.	Posts		\$ 72.00 per pole, installed
N.3.	Gates/Door		\$720.00 per gate/door
O.	Core Drill Floor in Cage for Diverse Route Path		\$600.00
P.	Space Reservation Charge		\$ 55.18 per 100 sq. ft.
Q.	Collocation Area Preparation Charge		ICB
R.	Cross Connects		
	West 7 th St		
	DSO (per 100 pairs)	\$64.01	
	DS1	\$11.34	

	RATE ELEMENT	RECURRING RATE	NONRECURRING CHARGE
	DS3	\$65.20	
	Avondale, Evendale, and Rossmoyne		
	DS0 (per 100 pairs)	\$64.01	
	DS1	\$11.34	
	DS3	\$65.20	
ITEM VII	Structure	See CBT's Pole and Anchor, Attachment and Conduit Occupancy Accommodations Tariff, PUCO NO. 1, for conduit. See CBT's Cable Television Pole Attachment Tariff KPSC No.1, for pole attachments and anchors.	
ITEM VIII	Directory Listings		
A.	Per Primary listing per month for customers served by TWTC's switch		
A.1.	Business Listing	\$.30	
A.2.	Residence Listing	\$.42	
B.	Information pages in Customer Information Section of CBT's white pages directory	\$.0015 per year per printed page X total number directories printed	
ITEM XIV	Local Number Portability (LNP) LNP Database Query (per query)	CBT FCC Tariff No.35	
ITEM XV	Resale Discount	A Resale discount of 16.74% applies on resold services	

ATTACHMENT A

PRICING BANDS BY CBT WIRE CENTER (CO)

KENTUCKY

<u>BAND</u>	<u>WIRE CENTER</u>	<u>BAND</u>	<u>WIRE CENTER</u>
<u>1 - MOST DENSE</u>	Covington Florence Ft. Thomas Lakeside Park	<u>3 -RURAL</u>	Alexandria Burlington Independence Union Walton
<u>2 - MIDDLE DENSITY</u>	(none)	<u>4 - SOUTHERN COUNTIES</u>	Butler Crittenden Falmouth Glencoe Warsaw Williamstown

SCHEDULE 3.0

IMPLEMENTATION SCHEDULE

<u>LATA</u>	CBT Interconnection Wire Center (<u>CIWC</u>)	TWTC Interconnection Wire Center (<u>TIWC</u>)	<u>Interconnection Activation Date</u>
922	Downtown 209/229 West Seventh Street Cincinnati, OH 45201 (CNCNOHWSW63)	11252 Cornell Park Dr. Cincinnati, OH 45242	December 1, 1997

SCHEDULE 3.2

BONA FIDE REQUEST PROCESS

1. Any request for Interconnection or services that is not already available as described herein shall be treated as a Request under this Schedule.
2. CBT shall use this Schedule to determine technical feasibility of the requested Interconnection, services and, for those items that are technically feasible, to provide the terms and timetable for providing the requested items.
3. A Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested service, network element or interconnection; (b) the desired interface specifications; (c) a statement that the interconnection, service or network element will be used to provide a telecommunications service; (d) the quantity requested; (e) the location(s) requested; and (f) a requested due date.
4. Within three (3) Business Days of receipt of Request, CBT shall acknowledge its receipt and shall have completed its review of the Request for initial compliance with Section 3 above. In its written acknowledgment, CBT shall advise TWTC of any missing information reasonably required in order for CBT to complete its preliminary analysis of the Request described in Section 5 below.
5. Unless otherwise agreed to in writing by the Parties, within fifteen (15) Business Days of its receipt of the Request, CBT shall provide TWTC a preliminary analysis of the Request. The preliminary analysis shall specify whether or not the requested interconnection, service or network element described in the Request is technically feasible and whether or not CBT believes it is required to provide such Request pursuant to the Telecommunications Act of 1996. Such preliminary analysis shall be in writing and set forth the basis for CBT's conclusions.
6. Unless otherwise agreed to by the Parties, as soon as feasible, but not more than thirty (30) days after CBT notifies TWTC that the Request is technically feasible, CBT shall provide TWTC a firm price quote and availability date for such development ("Bona Fide Request Quote"). For Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements ("Standard BFR Request"), for CBT retail Customers, CBT shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests ("Non-standard BFR Request"), CBT shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than ninety (90) days from the date CBT notifies TWTC that the Request is technically feasible. The Bona Fide Request Quote provided by CBT to TWTC shall include, at TWTC's option, either (a) the applicable rates (recurring and nonrecurring) of the requested Interconnection, Network Element or Customized feature, capability or functionality, which rates shall include the reasonable amortized costs of development of such Interconnection, Network Element or customized feature, capability or functionality or (b) the reasonable costs of development of the Interconnection or customized feature, capability or functionality listed as a separate charge and the applicable rates (recurring or nonrecurring for such Interconnection or customized feature, capability or functionality).

7. Within thirty (30) Business Days of its receipt of the Request quote, TWTC must confirm its order, cancel its Request, or seek remedy under the Dispute Resolution section of the Agreement.

8. CBT will utilize information from previously developed BFRs to address similar arrangements in order to attempt to shorten the response times for the currently requested BFR.

9. In the event of a dispute under this Schedule, the Parties agree to seek expedited Commission resolution of the dispute, with a request to the Commission that the Commission resolve any pricing or provisioning dispute within thirty (30) days of CBT's response to TWTC's BFR.

10. TWTC may cancel its bona fide request at any time. However, if TWTC cancels its bona fide request order after it confirms its order, TWTC shall pay the reasonable and demonstrable cost of processing and/or implementing the bona fide request up to the date of cancellation.

SCHEDULE 4.7

CBT INTERCONNECTION STANDARD INTERVALS

1.0 CBT shall on a quarterly basis strive to complete 90%, on an aggregate basis, of the eligible trunk orders within the specified intervals set forth in 3.0 below, subject to exclusions provided in Section 2.0.

2.0 The following types of orders will be excluded from measurement for performance: (1) TWTC requests an extended interval that exceeds the standard intervals stated in this Schedule, (2) after an order is submitted to CBT, it is changed or rescheduled by TWTC, (3) TWTC or the customer causes a delay in completing an order, or (4) any other "Delaying Event" as defined in this Agreement.

3.0 Trunk Provisioning Intervals

<u>Number of End Office Trunks Per Order</u>	<u>Interval</u>
1-96	10 Business Days
97 +	Negotiated
<u>New Trunk Groups to Tandem(s)</u>	Negotiated

4.0 Trunk Restoral

<u>Type of Outage</u>	<u>Interval</u>
Service Affecting	within 1 hour
Non-Service Affecting	within 24 hours

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SCHEDULE 6.6

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access - Terminating to or originating from TWTC Customers served from a TWTC Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	TWTC
Local Switching	TWTC
Interconnection Charge	TWTC
Local Transport (Tandem) Termination	100% end office company*
Local Transport (Tandem) Facility	Negotiated BIP reflected on NECA #4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

- B. Intrastate access - Terminating to or originating from TWTC Customers served from a TWTC Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	TWTC
Local Switching	TWTC
Interconnection Charge	TWTC
Local Transport (Tandem) Termination	100% end office company*
Local Transport (Tandem) Facility	Negotiated BIP reflected on NECA #4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

* Applies where POI between the Parties is at TWTC's collocation space at CBT's Central Office.

SCHEDULE 9.2.1

LOCAL LOOPS

CBT will provide unbundled loops in accordance with the following procedures. Specifications for conditioning, performance, acceptance limits and immediate action limits will be in accordance with accepted industry standards and may be further defined by the Committee.

1.0 “Two Wire Analog Voice Grade Loops”

1.1 Two Wire Analog Voice Grade Loops are capable of supporting POTS or POTS-like services utilizing a copper pair or derived analog voice grade channel.

1.2 Two wire Analog Voice Grade Loop must be ordered before additional conditioning options apply. Additional conditioning will be considered incremental in functionality and price to the basic link.

2.0 “Four Wire Analog Voice Grade Loop”

2.1 Four Wire Analog Voice Grade Loops are capable of supporting transmission of voice grade signals using separate transmit and receive paths and terminates in a Four-wire electrical interface at both ends.

3.0 “Two Wire ISDN BRI 160 Kbps Digital Loop”

3.1 Two Wire ISDN BRI Loops are capable of supporting a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

3.2 The loops will be qualified to determine how the Basic 2-wire Analog VG Link is to be configured to support ISDN BRI services.

4.0 “Four Wire 64-Kbps Digital Loop”

4.1 Four Wire 64-Kbps Digital Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of a 64-Kbps and terminates in a Four Wire electrical interface at both the Customer premises and on the MDF in CBT’s Central Office.

5.0 “Four Wire 1.544 –Mbps Digital Loop”

5.1 Four Wire 1.544-Mbps Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of 1.544–Mbps and terminates in a Four Wire electrical interface at the Customer premises and on the DSX frame in CBT’s Central Office.

6.0 “Two Wire HDSL Compatible Loop”

6.1 Two Wire HDSL compatible Loops are capable of providing the transmission of a 1.544 Mbps digital signal.

6.2 The Loops will be provided in areas where non-loaded, twisted pair is available. Loops will be conditioned to allow provisioning of HDSL service

7.0 “Four Wire HDSL Compatible Loop”

7.1 Four Wire HDSL compatible Loops are capable of providing the transmission of a 1.544 Mbps digital signal.

7.2 The Loops will be provided in areas where non-loaded, twisted pair is available. Loops will be conditioned to allow provisioning of HDSL service.

SCHEDULE 9.2.2

UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

CBT's Network Interface Device ("NID") is a Network Element that utilizes one or more cross-connect devices to connect loop facilities to inside wiring.

CBT will permit TWTC to connect TWTC's loop to a portion or all of the inside wiring of the Customer's premises through CBT's NID, where necessary. TWTC must establish the connection to CBT's NID through an adjoining NID, which serves as the network interface or demarcation for TWTC's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

SCHEDULE 9.2.3

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are CBT transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, that provide Telecommunications Services between Wire Centers/Switching Centers owned by CBT or TWTC, or between Switches owned by CBT or TWTC.

1.0 CBT provides several varieties of unbundled Interoffice Transmission Facilities:

1.1 **Unbundled dedicated interoffice transport facility (“Dedicated Transport”)** is a dedicated facility connecting two CBT Central Office buildings via CBT transmission equipment. In each Central Office building, TWTC will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2 **“Unbundled dedicated entrance facility”** is a dedicated facility connecting CBT's transmission equipment in a CBT Central Office with TWTC's transmission equipment in TWTC's Switching Center for the purposes of providing Telecommunications Services.

1.3 **“Common Transport”** is an interoffice transmission path between CBT Network Elements shared by carriers. Where CBT Network Elements are connected by intra office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. Common Transport consists of CBT inter office transport facilities and is a distinct rate element but cannot be provisioned separate from local or tandem switching.

2.0 CBT shall offer Interoffice Transmission Facilities in each of the following ways:

2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48).

2.2 Common Transport, as described in Section 1.3 above.

3.0 Where Dedicated Transport or Common Transport is provided, it shall include (as appropriate):

3.1 The transmission path at the requested speed or bit rate.

3.2 The following optional features are available, if requested by TWTC, at additional cost:

3.2.1 Clear Channel Capability per 1.544-Mbps (DS1) bit stream;

3.2.2 CBT-provided Central Office multiplexing.

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128-, 256-, 384-Kpbs Transport;
multiplexing

3.3 If requested by TWTC, the following are available at an additional costs:

3.3.1 1 + 1 Protection for OC3, OC12 and OC48;

3.3.2 1 + 1 Protection with Cable Survivability for OC3, OC12 and OC48;

3.3.3 1 + 1 Protection with Route Survivability for OC3, OC12 and OC48.

4.0 Technical Requirements. This Section sets forth technical requirements for all Interoffice Transmission Facilities.

4.1 When CBT provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and OC3) shall be dedicated to TWTC-designated traffic.

4.2 CBT shall offer Interoffice Transmission Facilities in all then-currently available technologies, including DS1 and DS3 transport systems, SONET Bi-directional Line Switched Rings when used by CBT, SONET Unidirectional Path Switched Rings, and SONET point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates, except subrate services, where available.

4.3 For DS1 facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable technical references set forth below.

4.4 For DS3 facilities, and higher rate facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable technical references set forth below.

4.5 When requested by TWTC, Interoffice Transmission Facilities shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

4.6 When physical diversity is requested by TWTC, CBT shall provide physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by TWTC).

4.7 Any request by TWTC for diversity shall be subject to additional charges.

4.8 CBT shall offer the following interface transmission rates for Interoffice Transmission Facilities:

4.8.1 DS1 (Extended SuperFrame - ESF and D4);

4.8.2 DS3 (C-bit Parity and M13 shall be provided);

4.8.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth below.

4.9 CBT shall permit (when made available as a service) TWTC to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that CBT offers such capabilities to IXCs that purchase transport services. If TWTC requests additional functionality, such request shall be made through the Bona Fide Request process.

4.10 Technical References:

Dedicated Transport

ANSI T1.101-1994, American National Standard for Telecommunications

-Synchronization Interface Standard Performance and Availability

ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces

ANSI T1.105-1995, American National Standard for Telecommunications

- Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats

ANSI T1.105.01-1995, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Automatic Protection Switching

ANSI T1.105.02-1995, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Payload Mappings

ANSI T1.105.03-1994, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Jitter at Network Interfaces

ANSI T1.105.03a-1995, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Jitter at Network Interfaces -DS1 Supplement

ANSI T1.105.04-1995, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures

ANSI T1.105.05-1994, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Tandem Connection

ANSI T1.105.06-199x, American National Standard for Telecommunications -

Synchronous Optical Network (SONET) - Physical Layer Specifications

ANSI T1.106-1988, American National Standard for Telecommunications - Digital

Hierarchy - Optical Interface Specifications (Single Mode)

ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications

ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)

ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications

ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

SCHEDULE 9.2.4

SIGNALING NETWORKS AND CALL-RELATED DATABASES

1.0 Signaling Transfer Points. A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

1.1 Technical Requirements.

1.1.1 STPs shall provide access to all other Network Elements connected to CBT SS7 network. These include:

- (a) CBT Local Switching or Tandem Switching;
- (b) CBT Service Control Points/Databases;
- (c) Third-party local or tandem switching systems; and
- (d) Third-party-provided STPSs.

1.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the CBT SS7 network. This explicitly includes the use of the CBT SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the CBT SS7 network (*i.e.*, transit messages). When the CBT SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3 If a CBT Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a TWTC local switch and third-party local switch, the CBT SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the TWTC local STPSs and the STPSs that provide connectivity with the third-party local switch, even if the third-party local switch is not directly connected to the CBT STPSs, based on the routing instruction provided in each message.

1.1.4 STPs shall provide the following functions of the MTP as defined in the applicable industry standards:

- (a) Signaling Data Link functions;
- (b) Signaling Link functions; and

(c) Signaling Network Management functions.

1.1.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in the applicable standards. In cases where the destination signaling point is a CBT local or tandem switching system or database, or is a TWTC or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the CBT SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6 If and when made available by CBT, STPs shall provide all functions of the OMAP commonly provided by STPs. This includes:

- (a) MTP Routing Verification Test (MRVT); and
- (b) SCCP Routing Verification Test (SRVT).

1.1.7 In cases where the destination signaling point is a CBT local or tandem switching system or database, or is a TWTC or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the CBT SS7 network.

1.1.8 STPs shall be based upon the following performance standards:

- (a) MTP Performance, as specified in ANSI T1.111.6; and
- (b) SCCP Performance, as specified in ANSI T1.112.5.

1.2 Signaling Link Transport.

1.2.1 Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56-Kbps transmission paths between TWTC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

Technical Requirements.

1.2.2 Signaling Link Transport shall consist of full duplex mode 56-Kbps transmission paths.

1.2.3 Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- (a) As an “A-link,” which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and

- (b) As a “D-link,” which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

1.2.4 Signaling Link Transport layers shall consist of two (2) or more signaling link layers as follows:

- (a) An A-link layer shall consist of two (2) links;
- (b) A D-link layer shall consist of four (4) links.

1.2.5 A signaling link layer is designed to satisfy a performance objective such that:

- (a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- (b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6 A signaling link layer shall to the extent physically reasonable satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- (a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- (b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the TWTC-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

2.0 Database Services.

2.1 Toll-Free Database Services

2.1.1 Should CBT, during the term of this agreement, deploy a toll-free database within its network, CBT will provide TWTC access to such database on terms and conditions at parity with access CBT provides itself, affiliates, or other carriers. The details of the terms and conditions will be made as an addendum to this agreement.

2.2 LIDB Database Service.

2.2.1 Should CBT, during the term of this agreement, deploy a Line Information Database (LIDB) within its network, CBT will provide TWTC access to such database on terms and conditions at parity with access CBT provides itself, affiliates, or other carriers. The details of the terms and conditions will be made as an addendum to this agreement.

2.3 Unbundled AIN Application Access.

2.3.1 CBT will provide TWTC access to CBT's service package applications (SPAs) on its own AIN SCP through query access over the SS7 network. Such access will enable TWTC (whether it purchases unbundled switching capabilities from CBT or owns its own SSP (Service Switching Point) to offer its Customers AIN services without first having to deploy a full AIN infrastructure within its own networks. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day-to-day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.3.2 TWTC shall be responsible for assuring the compatibility of its AIN SSP software generics with the CBT AIN Applications and SCP software releases. Interconnection of the TWTC SSP with the CBT SS7 network is required, and can be accomplished in a number of ways as described in Section 1 of this Schedule 9.2.4.

2.3.3 Activation of the desired application at the CBT SCP requires subscription by both the ordering carrier TWTC and the end-user. In general, AIN operations require close cooperation between CBT and the requesting carrier.

2.3.4 The SSP and SCP vendors provide logical capabilities which CBT uses to create each AIN service. The SSP and SCP vendors have no detailed knowledge of the specific AIN Applications that CBT has created. CBT's AIN deployment is based on AIN 0.1.

2.4 AIN Service Creation Environment Access.

CBT will provide TWTC access to its AIN Service Creation Environment (SCE) at parity with such access it provides to affiliates or other carriers, to enable TWTC to create new AIN services on CBT's SCP. Such services, once loaded on CBT's network SCPs will only be used in conjunction with SS7 TCAP queries from TWTC's own SSP. Details regarding SCE access will be determined by the Committee.

2.5 AIN Service Management System Access.

CBT will provide TWTC access to its Service Management System, at parity with such access it provides to affiliates or other carriers, for the purpose of provisioning customer specific information in service package applications on CBT's SCP. The details of such access will be determined by the Committee.

SCHEDULE 9.2.5

DIRECTORY ASSISTANCE

1.0 Directory Assistance. Directory Assistance (“DA”) service shall consist of the following services.

1.1 Directory Assistance - those calls in which the Customer dials digits designated by TWTC to obtain Directory Assistance for local numbers located within his/her local calling area (including but not limited to 411, 555-1212, NPA-555-1212) dialed by TWTC subscribers directly to either the TWTC DA service platform or CBT DA service platform as specified to TWTC. Two listings will be provided per call.

1.2 Branding - the ability to put branding messages on the front end of a DA call that is directly trunked into CBT's DA switch, or to choose not to provide such a message.

1.3 Directory Assistance Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit (“ARU”) the option of having local calls completed by pressing a specific digit on a touch tone telephone. Directory Assistance Call Completion is currently available to TWTC if it direct trunks its DA calls to CBT. TWTC shall rate and bill its Customers for Directory Assistance Call Completion calls.

1.4 Upon request, and through a technically feasible arrangement, CBT will provide access to databases used in the provisioning of DA at rates that recover CBT's costs of developing, providing and maintaining the service. Such unbundled access shall include entry of TWTC Customer information into CBT's DA database or to enable TWTC to utilize read only access of DA listings in the database so that TWTC can provide a Telecommunications Service consistent with Section 251(c)(3) of the Act.

2.0 Lost Records. If CBT is responsible for lost, destroyed, or mutilated OSPS AMA recordings, CBT will not bill TWTC for those calls for which there are no records. Likewise, CBT shall not be held responsible by TWTC for lost revenue. However, if within ninety (90) days, actual data should become available, CBT will bill TWTC for those calls using actual data.

3.0 Committee Issues

The following issues will be addressed by the Committee and included in the Implementation Plan if TWTC elects to purchase DA service from CBT:

3.1 Directory Assistance

3.1.1 CBT shall communicate in advance any changes or enhancements to its DA service that CBT is obligated to provide to TWTC under Section 251 of the Act, and shall make available such service enhancements on a non-discriminatory basis to TWTC.

3.1.2 CBT shall provide TWTC with the same level of support for the provisioning of Directory Assistance as CBT provides itself, assuming that TWTC's DA traffic is of the same nature as CBT's. Quality of service standards shall be in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that CBT uses and/or which are required by law, regulatory agency, or by CBT's own internal procedures.

3.1.3 Service levels shall comply, at a minimum, with State Regulatory Commission requirements for a number of rings to answer.

3.1.4 CBT agrees to maintain an adequate operator work force.

3.1.5 TWTC has the right, once annually, to visit each CBT-owned or subcontracted office upon reasonable notice to CBT or with greater frequency by mutual consent of the Parties. Upon request, CBT will provide system results.

3.1.6 CBT shall provide the following minimum Directory Assistance capabilities to TWTC's subscribers:

- (a) Populate the Directory Assistance database in the same manner and in the same time frame as for CBT subscribers.

3.1.7 CBT shall provide data regarding billable events in the same manner as CBT provides the same to its own end users.

SCHEDULE 9.2.6

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 1.0 Pre-Ordering, Ordering and Provisioning. CBT will use the interface described in Section 4.0 for access to operations support systems functions necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection and due date selection).
- 2.0 Maintenance and Repair. CBT will use the interface described in Section 4.0 for access to operations support systems functions necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).
- 3.0 Billing. CBT will provide appropriate usage data to TWTC to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.
- 4.0 Electronic Interface for Pre-Ordering, Ordering and Provisioning. CBT will provide an electronic interface for the transfer and receipt of data necessary to perform the pre-ordering, ordering and provisioning functions (e.g., order entry, telephone number selection and due date selection) associated with resale services and Unbundled Network Elements, to the extent applicable. The interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. This gateway will provide for equivalent functionality for pre-ordering, ordering and provisioning as CBT uses in its provision of retail services for the above functions. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), Telecommunications Industry Forum (TCIF), and Electronic Data Interchange (EDI) Customer Service Guideline, issue 5.

SCHEDULE 9.3.4

COMBINATIONS

1.0 Loop Combination

Unbundled NID
Unbundled Loop

2.0 Loop/Transport Combination #1 (VG Interface)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers
Dedicated Transport

3.0 Loop/Transport Combination #2 (DS1 Interface)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers
Dedicated Transport

SCHEDULE 9.4

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

1.1 Subject to the terms of Article IX, TWTC may order and/or request Network Elements individually.

1.2 CBT shall provide provisioning services to TWTC during Normal Business Hours on Business Days. TWTC may request CBT to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If TWTC requests that CBT perform provisioning services at times or on days other than as required in the preceding sentence, CBT shall provide such services based on time and materials charges for all CBT personnel involved as set forth in the Pricing Schedule.

1.3 CBT shall provide a CLEC Service Center (LEC-C) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT's unbundled Network Elements. The LEC-C shall provide an electronic interface for all ordering and provisioning order flows, but may use a paper or fax process until electronic interfaces between CBT and TWTC have been tested and are fully operational . The LEC-C shall provide to TWTC a telephone number (operational during Normal Business Hours on Business Days.), which will be answered by capable staff trained to resolve problems in connection with the provisioning of Network Elements or Combinations. The LEC-C is responsible for order acceptance, order issuance and return of the Firm Order Commitment ("FOC") to TWTC as specified in this Schedule 9.4.

1.4 CBT shall provide to TWTC a single point of contact for all maintenance and repair activities. A telephone number will be provided 24 hours per day, seven days per week.

1.5 CBT will recognize TWTC as the Customer of Record of all Network Elements and agreed-to Combinations ordered by TWTC and will send all notices, invoices and pertinent Customer information directly to TWTC.

1.6 When requested by TWTC, CBT will schedule installation appointments with CBT's representative on the line with TWTC's representative until TWTC has access to CBT's scheduling system.

1.7 CBT will provide TWTC with a FOC for each order by 5:00 p.m. of the next Business Day of CBT's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Network Elements as ordered by TWTC and CBT's commitment date for order completion ("Committed Due Date"), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.

1.8 CBT may not initiate any disconnection or rearrangement of any TWTC ordered Elements, except as directed by TWTC or another LEC (including CBT) which has subsequently been authorized by the customer to act as the customer's agent and requests such rearrangement or disconnection.

1.9 Upon work completion, CBT will provide TWTC (unless otherwise notified by TWTC) with an order completion per order that states when that order was completed. CBT shall respond with specific order detail as enumerated on the FOC.

1.10 As soon as identified, CBT shall provide notification of TWTC orders that are incomplete or incorrect and therefore cannot be processed.

1.10.1 CBT will perform pre-testing of Network Elements in accordance with CBT's standards. At TWTC's request, CBT will make available to TWTC for an additional charge any available test and turn-up results in support of the Network Elements ordered by TWTC.

1.11 As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in any order for Network Elements or Combinations. CBT shall indicate its new committed due date within 24 hours.

1.12 Subject to Article IX, Network Elements will be provisioned with customer-specific and bulk orders, as specified by TWTC.

1.13 CBT shall provide to TWTC upon request and at rates as specified in the Pricing Schedule.

1.13.1 a listing by street address detail, of the service coverage area of each switch CLI;

1.13.2 when available, all engineering design and layout information for each Network Element except that layout information for basic 2-wire analog loops which will be provided only when qualification is ordered;

1.14 Promptly after the Effective Date, CBT shall provide TWTC an initial electronic copy of the following information:

1.14.1 Street address verification;

Electronic updates to such information shall be provided monthly to TWTC as changes are made to such information.

1.15 For order of Network Elements that require coordination among CBT, TWTC and TWTC's Customer, TWTC shall be responsible for any necessary coordination with the TWTC Customer.

1.16 CBT shall recognize TWTC as an agent for the subscriber in coordinating the disconnection of services provided by another CLEC or CBT provided TWTC has obtained proper authorization from the Customer.

1.17 Order Rejections

CBT shall reject and return to TWTC any order that CBT cannot provision, and in its reject notification provide an error code identifying the reasons for which the order was rejected.

1.18 Service Order Changes

1.18.1 If an installation or other TWTC-ordered work requires a change from the original TWTC service order in any manner, CBT shall call TWTC in advance of performing the installation or other work to obtain authorization. CBT shall then provide TWTC an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall notify TWTC of actual labor hours and/or materials used in accordance with regular service order completion schedules.

1.18.2 If a TWTC Customer requests a service change at the time of installation or other work being performed by CBT on behalf of TWTC, CBT, while at the Customer premises, shall direct the TWTC Customer to contact TWTC so as to avoid unnecessary delays in service activation should the CBT representative leave the Customer premises. If CBT's technician awaits TWTC's response for more than fifteen (15) minutes, Standby Charges as set forth in the Pricing Schedule will apply.

1.18.3 If TWTC requests a change in due date or changes the content of an order it has provided to CBT, service order change charges as specified in the Pricing Schedule will apply.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 TWTC shall access CBT's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the CBT Wire Center where that element exists and each Loop shall be delivered to TWTC's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 CBT shall provide TWTC access to its unbundled Loops at each of CBT's Wire Centers. In addition, if TWTC requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, CBT shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to TWTC. If, however, no spare physical Loop is available, CBT shall within forty-eight (48) hours of TWTC's request notify TWTC of the lack of available facilities. TWTC may then at its discretion make a Bona Fide Request for CBT to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in

this Agreement, the CBT Network Element Standard Intervals set forth in Schedule 9.8 of this Agreement shall not apply to unbundled Loops provided under this Section 2.1.2.

2.2 Provisioning of Unbundled Loops. TWTC shall request unbundled Loops from CBT by delivering to CBT a valid electronic transmittal service order (a "Service Order") using the electronic interface. Within one (1) Business Day of CBT's receipt of a Service Order, CBT shall provide TWTC the FOC date and Frame Due Time (FDT) according to the applicable CBT Network Element Performance Benchmarks set forth in Section 9.8 of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.3 Coordination of conversions of "live" Telephone Exchange Services will be as specified in Schedule 9.4.4.

2.3.1 Not less than (1) hour prior to the Scheduled Cutover Window, either Party may contact the other Party and unilaterally designate a new Scheduled Cutover Window. However, If CBT requests the New Cutover Window, the applicable Line Connection Charge shall be waived; and If TWTC requests the New Cutover Window, TWTC shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.3.2 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the TWTC Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by CBT (and not by a TWTC contributing Delaying Event), CBT shall waive the applicable Line Connection Charge for such element.

3.0 Network Interface Device Capability.

3.1 CBT will provide TWTC access to NIDs in a manner that will permit TWTC to connect its loop facilities to the Customer's inside wiring through CBT's NID, as required. TWTC shall establish this connection through an adjoining NID provided by TWTC.

3.2 Due to the wide variety of NIDs utilized by CBT (based on Customer size and environmental considerations), TWTC may access the Customer's inside wire by any of the following means:

3.2.1 Where an adequate length of inside wire is present and environmental conditions permit, TWTC may remove the inside wire from CBT's NID and connect that wire to TWTC's NID;

3.2.2 Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures;

3.2.3 Enter CBT's loop terminal enclosure located at a multiple dwelling unit ("MDU") for the purpose of accessing Customer premises inside wire and extending such wire to TWTC's own adjoining NID; or

3.2.4 Request CBT to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., TWTC, its agent, the building owner or the Customer).

3.3 If TWTC accesses the Customer's inside wire as described in Section 2.2(d), the time and materials charges will be billed to the requesting party (i.e., TWTC, the building owner or the Customer).

3.4 In no case shall TWTC remove or disconnect CBT's loop facilities from CBT's NIDs, enclosures, or protectors.

3.5 In no case shall TWTC remove or disconnect ground wires from CBT's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, CBT will work with TWTC to develop specific procedures to establish the most effective means of implementing this Section 3.0.

4.0 Interoffice Transmission Facilities.

CBT shall:

4.1 Provide TWTC exclusive use of Interoffice Transmission Facilities dedicated to TWTC, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including TWTC;

4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that TWTC could use to provide Telecommunications Services;

4.3 Permit, to the extent technically feasible, TWTC to connect such interoffice facilities to equipment designated by TWTC, including TWTC's Collocated facilities.

5.0 Signaling Networks and Call-Related Databases

5.1 Signaling Networks.

5.1.1 If TWTC purchases Switching Capability from CBT, CBT shall provide access to its signaling network from that switch in the same manner in which CBT obtains access to such switch itself.

5.1.2 If TWTC has its own switching facilities, CBT shall provide TWTC access to STPs to each of TWTC's switches, in the same manner in which CBT connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from TWTC's switch to TWTC's STP, or linking TWTC's switch to its own STP and then connecting that STP to CBT's STP via a "B" or "D" link); provided that CBT shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of TWTC's own STPs to CBT's switch- or call-related databases or (iii) unbundle an SCP from its associated STP.

5.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that TWTC's switch is compatible with CBT's SS7 network;
- Certification that TWTC's switch is compatible with CBT's AIN SCP;
- Certification that TWTC's switch is compatible with a desired AIN application residing on CBT's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by TWTC, so that CBT can provide sufficient SS7 resources for TWTC and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that CBT's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by CBT's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

5.2 Call-Related Databases.

5.2.1 For purposes of switch query and database response through a signaling network, CBT shall provide TWTC access to its call-related databases, as described in Schedule 9.2.4 by means of physical access at the STP linked to the unbundled database.

5.2.2 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by TWTC so that CBT can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within CBT's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

5.3 Service Management Systems.

5.3.1 CBT shall provide TWTC with the information necessary to enter correctly, or format for entry, the information relevant for input into CBT's Service Management System ("SMS"). In addition, CBT shall provide TWTC equivalent access to design, create, test, and deploy Advanced Intelligent Network-based services at the SMS.

5.3.2 CBT shall provide TWTC with the information necessary to enter correctly, or format for entry, the information relevant for input into its SMS. Access will be provided in an equivalent manner to that which CBT currently uses to provide such access to itself (e.g., submitting magnetic tapes if TWTC inputs magnetic tapes, or through an electronic interface equivalent to that used by TWTC). The Committee shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Committee is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

5.3.3 CBT shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.0 Directory Assistance.

6.1 CBT shall provide TWTC access to CBT's Directory Assistance facilities where technically feasible.

6.2 CBT shall provide unbundled DA to TWTC directly as a separate Network Element. A list identifying the NPA/Exchange areas of CBT Directory Assistance, and Directory Assistance Call Completion services will be provided to TWTC and will be updated as such DA services are provided in additional NPA/Exchange Areas.

6.3 As a facilities-based provider, TWTC will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed-upon meet point with CBT facilities for access to unbundled DA services. TWTC is responsible for delivering its DA traffic to CBT's operator service switch. Specifically, TWTC shall deliver its traffic direct from the Switching Center to the operator service switch location determined by CBT based on the existing capacity of its service centers. CBT will, if technically feasible, enable TWTC to deliver its DA traffic to the operator service switch most closely located to the TWTC's NPA/exchange originating the call.

6.4 CBT will provide and maintain the equipment at its DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the DA service meets standards set forth by the Commission.

6.5 CBT will provide DA in accordance with its then-current internal operating procedures and/or standards.

6.6 CBT will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. TWTC has the right, once annually, to visit each CBT-owned or -subcontracted office upon reasonable notice to CBT or with greater frequency by mutual consent of the Parties. Upon request, CBT will provide monthly answer time results (percent of calls answered exceeding ten (10) seconds) for Directory Assistance.

6.7 TWTC is solely responsible for providing all equipment and facilities to deliver DA traffic to the point of Interconnection with CBT facilities.

6.8 TWTC will provide and maintain the equipment at its offices necessary to permit CBT to perform its services in accordance with the equipment operations and traffic operations which are in effect in CBT's DA office. TWTC will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

6.9 Access of resellers and TWTC to DA of CBT, and the DA Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that CBT provides to all CBT end-user customers of its DA services. Upon request, CBT will, as technically feasible, provide a different quality of service, upon agreement by TWTC to pay to CBT its costs of developing,

installing, maintaining, Staffing and Operating, and repairing access to and provision of the Network Element at such quality of service.

6.10.1 For DA services, TWTC will furnish CBT, ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated, details necessary to provide that service. This information includes listing information for the areas to be served by CBT and network information necessary to provide for the direct trunking of the DA calls.

6.10.2 TWTC will keep these records current and will inform CBT, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Implementation of such changes shall be dependent upon the nature and complexity of the request. When significant table changes are required, CBT and TWTC will mutually agree to implementation date. TWTC will inform CBT of other changes in the records on a mutually agreed-upon schedule.

6.11 If TWTC purchases DA Network elements upon request and as, technically feasible, CBT will re-brand such DA services based upon TWTC's agreement to pay rates that compensate CBT for any costs it incurs in developing, installing, providing and maintaining such rebranded service. To the extent that multiple carriers request the same branding service, such rate shall be allocated on a pro rata share. For branding of calls, TWTC must provide an announcement in a format acceptable to CBT, no longer than three (3) seconds or at parity with CBT, for installation on each DA switch serving TWTC's Customers.

6.12 Branding: Re-branding is available as follows:

Normally, DA services, both bundled and unbundled, will be branded with CBT's name as the provider of the service. Upon request from TWTC, and as technically feasible, CBT will re-brand DA traffic from TWTC's telephone exchange lines, or to TWTC's unbundled DA Network Element. Re-branded service requires that TWTC arrange to have the subject DA traffic delivered to CBT's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable facilities. Re-branding is provided at rates that recover CBT's costs of developing, installing, providing and maintaining such service.

6.13 TWTC will provide CBT during the term of this Agreement its DA listings. DA listings provided to CBT by TWTC under this Agreement will be used and maintained by CBT only for providing Telecommunications Services.

6.14 CBT will supply TWTC with call-detail information so that TWTC can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual-case basis.

SCHEDULE 9.4.4

COORDINATED INSTALLATION PROCESS FOR UNBUNDLED LOOPS

1.0 General Coordinated Installation Process.

1.1 CBT and TWTC shall coordinate installation in such a way as to minimize the out of service time a Customer may experience, and to minimize the need for live telephone conversations between CBT and TWTC to perform the conversion.

Where possible, CBT will match the disconnection of a CBT service with the installation of CBT Unbundled Loops. A Frame Due Time (FDT) will be assigned to the multiple service orders involved in a conversion. The FDT will define a two hour "Cutover Window" in which CBT will work the various orders and will determine the time frame within which TWTC must complete its portion of the installation process.

1.2 The table below identifies the cutover windows available for each FDT specified. The FDT is available during Normal Business Hours, Business Days.

FDT *	CUTOVER WINDOW
10 AM	8-10 AM
11 AM	9-11 AM
12 AM	10-12 AM
1 PM	11 AM-1 PM
2 PM	12 PM-2 PM
3 PM	1 PM-3 PM
4 PM	2 PM-4 PM
5 PM	3 PM-5 PM

The Table in this Schedule 9.4.4, Section 1.2, will be subject to revision by mutual agreement between the Parties.

1.3 If TWTC has a special request for service coordination which is not part of the process as described above, including conversions at times outside of the normal FDT windows, CBT will with proper notice and agreement schedule the service order activities to accommodate the request. This request will be indicated as FDT=X. Due to the additional CBT resources that are necessary to accommodate the special request, additional charges per the Pricing Schedule will apply.

1.4 The FDT process requires the following steps:

1.4.1. Prior to the Cutover Window on the Due Date, the provider of dial tone will have dial tone translated and available. CBT shall perform the Dial Tone Test during the Cutover Window at no charge to TWTC.

1.4.2. Within the FDT window, the physical activity of disconnecting and placing central office jumpers will take place.

1.4.3. At the midpoint of the FDT window, translations work will be initiated to add or remove features, including translations required to implement interim number portability.

* For CBT Band three (3) Rural Offices and Band four (4) Southern Counties, (identified in Exhibit A) the Cutover Window shall be extended to three (3) hours. However, the conversion interval shall remain at sixty (60) minutes or less.

SCHEDULE 9.8

NETWORK ELEMENT STANDARD INTERVALS

A. Network Element Standard Intervals

1. CBT shall on a quarterly basis strive to complete 90%, on an aggregate basis, of the total Performance Activities contained in Section B of this Schedule 9.8 within the specified interval subject to exclusions per Section A.2.
2. The following types of orders will be excluded from the measurement for performance: (1) TWTC requests an extended interval that exceeds the standard interval stated in this Schedule, (2) after an order is submitted to CBT, it is changed or rescheduled by TWTC, (3) TWTC or the Customer causes a delay in completing an order, (4) any other "Delaying Event" as defined in this Agreement.

B. Standard Intervals for specific types of individual Network Elements:

Unbundled Loops

1. Two-Wire Analog Voice Grade Loops (POTS)

Volume: *

1-24 Loops

5 Business Days

25+ Loops

Negotiated

2. Two-Wire Analog Voice Grade Loops (Qualified/Conditioned)

Volume: *

1-10 Loops

7 Business Days

11-20 Loops

10 Business Days

21+ Loops

Negotiated

3. Two Wire ISDN BRI 160KBPS Digital Loop

10 Business Days

4. Two Wire HDSL Compatible Loop

Negotiated

5. Four Wire HDSL Compatible Loop

Negotiated

Unbundled Interoffice Transmission Facilities

1. DS1 Interoffice Transmission Facilities

(a) Facilities Available

7 Business Days

(b) Facilities or Force Not Available

Negotiated

2. DS3 Interoffice Transmission Facilities

Negotiated

3. OC-N Interoffice Transmission Facilities Negotiated

- * Number of individual Network Elements on a single Order, with requirement that separate orders are required for each specific customer premises for Unbundled Loops and NID; however CBT's performance with respect to the Performance Category reflected in this Schedule 9.8 is determined on a loop-by-loop basis.

Parity Measurements

CBT shall, on a monthly basis, accumulate the following measurements solely for demonstration of compliance with Article IX, Section 9.3.

1. Percent of Firm Order Commitments (FOC) provided by 5:00 p.m. of next Business Day.

SCHEDULE 10

FORM OF REPRESENTATION OF AUTHORIZATION

TWTC/CBT hereby represents to CBT/TWTC, for purposes of obtaining a Customer's Customer Proprietary Network Information ("CPNI") or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of TWTC/CBT (*i.e.*, those Customers for whom TWTC/CBT has not obtained Documentation of Authorization to provide Telephone Exchange Service), TWTC/CBT acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, to the extent allowed by applicable law, password verification, or by other means, in each case as approved by the FCC or the Commission ("Documentation of Authorization"), that explicitly authorizes TWTC/CBT to have access to the prospective Customer's CPNI. However, TWTC/CBT may obtain a blanket Document of Authorization for the Customer authorizing the release of CPNI to TWTC/CBT covering any and all requests for such CPNI made over a period of time designated by such authorization. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, TWTC/CBT must submit to CBT/TWTC the Documentation of Authorization. If TWTC/CBT cannot provide applicable Documentation of Authorization, then CBT/TWTC shall not provide CPNI to TWTC/CBT.
2. CBT/TWTC will only disclose CPNI to agents of TWTC/CBT identified in the Documentation of Authorization.
3. If TWTC/CBT has already obtained Documentation of Authorization from the Customer to place an order for Telephone Exchange Service for the Customer, TWTC/CBT need not submit Documentation of Authorization to obtain the Customer's CPNI.
4. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, TWTC/CBT acknowledges that it must obtain Documentation of Authorization that explicitly authorizes TWTC/CBT to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. TWTC/CBT need not submit the Documentation of Authorization to process a service order. However, TWTC/CBT hereby represents that it will not submit a service order to CBT/TWTC unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
5. The Documentation of Authorization must clearly and accurately identify TWTC/CBT and the prospective Customer.

6. TWTC/CBT shall retain or be able to produce all Documentation of Authorization for as long as TWTC/CBT provides Telephone Exchange Service to the Customer or for as long as TWTC/CBT makes requests for information on behalf of the Customer.
7. TWTC/CBT shall provide, during Normal Business Hours, Documentation of Authorization for Customers or prospective Customers to CBT/TWTC upon request, when such Documentation of Authorization is at issue.
8. TWTC/CBT is responsible for, and shall hold CBT/TWTC harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of _____, 2001 by and between CBT and TWTC (the "Interconnection Agreement")) resulting from TWTC/CBT's reliance upon TWTC/CBT's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
9. If TWTC/CBT fails to repeatedly and materially abide by the procedures set forth herein, CBT/TWTC reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.
10. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this ____ day of _____ 2001.

Time Warner Telecom of Ohio, L.P.
 By: Time Warner Telecom General Partnership, its general partner
 By: Time Warner Telecom Holdings, Inc., its general partner

Cincinnati Bell Telephone Company

By: _____

By: _____

Name: Tina Davis

Name: Christian Gartner

Title: Vice President, Deputy General Counsel

Title: Vice President & General Manager – Carrier Services

SCHEDULE 16

COLLOCATION -- SECTION 251(c)(6)

1.1 CBT shall provide to TWTC Physical Collocation of equipment necessary for Interconnection pursuant to Article IV or for access to unbundled Network Elements pursuant to Article IV, except that CBT may provide for Virtual Collocation of such equipment if CBT demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. CBT shall only provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to applicable federal and state tariffs.

1.1.1 Such Collocation Space, of a size and dimension which is specified by TWTC and agreed to by CBT, may be enclosed or unenclosed at TWTC's sole discretion unless expressly prohibited by local statute, ordinance, or regulation. If TWTC elects to enclose the Collocation Space, CBT, or, at TWTC's option, a CBT approved Certified Vendor, will design and construct, at TWTC's expense and pursuant to specifications agreed to by the Parties, a wall or other enclosure delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to CBT's use.

1.1.2 Upon request of TWTC, CBT shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. CBT will inform TWTC of the types of enclosures available in its application response. TWTC must provide the local CBT building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency CBT will not access TWTC's locked enclosure prior to notifying TWTC.

1.1.3 At TWTC's option and expense, CBT will permit the installation of lockable cabinets for TWTC's use in TWTC's collocation space.

1.1.4 TWTC may share space in its Collocation Space with third parties so long as such third parties are using such space for interconnection with CBT or for access to CBT's unbundled network elements and agree to abide by the same terms and conditions as apply to TWTC.

1.1.5 TWTC may share space with other parties that have obtained collocation space from CBT so long as such space is used for collocation with CBT or for access to CBT's unbundled network elements.

1.1.6 CBT shall not impose any minimum square foot requirements for Collocation Space upon TWTC. TWTC may request Collocation Space in increments as small as a single bay or rack of equipment.

1.1.7 CBT shall permit TWTC to collocate in any unused space in a CBT premises. CBT may not require TWTC to obtain Collocation Space solely in a separate, segregated common collocation area(s) in a CBT premises.

1.1.8 In the event that TWTC's request for collocation in a particular CBT Central Office is denied, TWTC, at its request, will be permitted to tour the entire premises, without charge, to verify lack of collocation space in that particular CBT Central Office.

1.1.9 In the event that space is exhausted in a particular CBT Central Office, CBT agrees, upon receipt of a written request from TWTC, to allow TWTC to use adjacent collocation. In providing adjacent collocation to TWTC, CBT shall permit TWTC to construct or otherwise procure adjacent facilities in a building, controlled environmental vault or similar structure, to the extent technically feasible at a CBT premises. CBT shall further permit TWTC to cross-connect its equipment located in an adjacent collocation arrangement to CBT facilities, including without limitation unbundled loops, in the CBT central office. CBT and TWTC agree to negotiate in good faith any additional rates terms and conditions, if necessary, for such adjacent collocation and to complete such negotiations within thirty (30) days of an TWTC request to CBT to commence such negotiations.

1.1.10 Within ten (10) business days of CBT having first determined that one of its premises has no space available for physical collocation, CBT will post this information on a publicly accessible Internet web site that indicates the CBT premises that lack space for physical collocation.

1.1.11 CBT will take collocator demand for space into account when renovating existing facilities and constructing or leasing new facilities, and shall indicate the amount of any such space that will be made available to collocators. If CBT determines that no collocation space is available, upon reasonable request by TWTC, CBT will remove any obsolete unused equipment, if necessary, at TWTC's sole expense, to provide TWTC with Collocation Space

1.2 Where TWTC is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, TWTC may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such premises in which case TWTC shall coordinate the construction and rearrangement with CBT of its transmission equipment and circuits for which TWTC shall pay CBT at applicable tariff rates. In such case CBT will transfer title to the transmission equipment previously dedicated to TWTC's use upon reimbursement for unrecovered equipment costs, if any. In addition, all applicable Physical Collocation recurring charges shall apply

1.3 Nondiscriminatory Collocation. Collocation shall be made available to TWTC by CBT on a basis that is at parity to the priorities that CBT provides to itself, its subsidiaries, affiliates or other persons. The quality of design, performance, features, functions, maintenance and other characteristics of Collocation made available to TWTC under this Agreement shall be at parity to that which CBT provides in its network to itself, its subsidiaries, its affiliates or other persons.

1.4 Eligible Equipment.

1.4.1 TWTC may Collocate equipment used for Interconnection or access to CBT's Network Elements, including the following types of equipment:

- (a) OLTM equipment;
- (b) Multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier, including Next Generation Digital Loop Carrier;
- (f) Data voice equipment;
- (g) Equipment used to facilitate hubbing architectures (e.g., SONET terminating equipment used for hubbing);
- (h) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402;
- (i) equipment used for signal regeneration functions;
- (j) digital access cross connect system (DACS).
- (k) Digital Subscriber Line Access Multiplexers (“DSLAMS”);
- (l) ADSL Transceiver Units (“ATUs”);
- (m) Routers; and
- (n) remote switch modules.

1.4.2 For a Virtual Collocation arrangement, TWTC may designate the make/model and vendor of the equipment necessary for interconnection or access to unbundled network elements. Such equipment must meet the network compatibility standards set forth in this agreement and agreed to by TWTC and CBT. TWTC shall be responsible for ordering sufficient quantities of maintenance spares to allow CBT to maintain and repair the TWTC-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

1.4.3 TWTC will be responsible for payment of all reasonable costs incurred by CBT resulting from TWTC's choice of equipment. The costs may include, but are not limited to, the

training of CBT employees for the installation, maintenance, repair and operation of the equipment if the equipment is different from (i) the equipment CBT uses in its network ,or (ii) the equipment another Virtual Interconnector uses in that particular Virtual Collocation location.

1.4.4 TWTC may use Collocated equipment to transport Interconnection or Network Element traffic through one (1) or more CBT Central Offices destined for termination at another CBT Central Office.

1.4.5 Restrictions. TWTC shall not be permitted to collocate equipment if used solely for switching or to provide enhanced services. All collocated equipment must comply with BellCore Network Equipment Building Systems (NEBS) Level 1 safety requirements.

1.5 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, TWTC may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from CBT or provide its own or third-party leased fiber optic transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CBT's Premises.

1.6 Interconnection with other Collocated Carriers. Upon written request to CBT, TWTC shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at CBT's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities ("Co-Carrier Cross-Connect") so long as (i) TWTC's and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with CBT or for access to CBT's Network Elements (except that the Parties acknowledge that TWTC may Collocate equipment necessary to connect to such other collocating Telecommunications Carrier (i.e., a multiplexer) that may not be directly connected to CBT for access to CBT's Network Elements but will connect at some point to CBT's network), (ii) TWTC provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with CBT's technical and engineering requirements and (iii) the connecting transmission facilities of TWTC and the other collocating Telecommunications Carrier are contained wholly within CBT's Premises. In the event that such Co-Carrier Cross-Connect is used to connect with the Virtual Collocation equipment of TWTC or another Telecommunications Carrier, CBT shall provide the Cross-Connect on an individual case basis at rates set in accordance with the Act.

1.7 Interconnection Points and Cables

1.7.1 CBT shall provide TWTC an Interconnection point or points physically accessible by both CBT and TWTC, at which the fiber optic cable (or other necessary facility as per TWTC's Bona Fide Request) carrying TWTC's circuits can enter CBT's Premises; provided that CBT shall designate Interconnection Points as close as reasonably possible to CBT's Premises;

1.7.2 CBT shall provide at least two (2) such Interconnection points at CBT's Premises at which there are at least two (2) entry points for TWTC's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

1.8 Allocation of Collocation Space

1.8.1 TWTC may reserve Collocation space for its future use in CBT's Premises in accordance with the provisions of Section 2.0 of this Schedule. CBT shall notify TWTC in writing if another Telecommunications Carrier requests Collocation space that is reserved by TWTC. TWTC shall, within five (5) Business Days of receipt of such notice, provide CBT either (i) written notice that TWTC relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of Section 2.0. Failure of TWTC to respond to CBT within the foregoing five (5) Business Day period shall be deemed an election by TWTC to relinquish such space.

1.8.2 CBT shall not be required to lease or construct additional space but must submit to Commission what steps its taking to make additional space available in a Premises to provide TWTC Physical Collocation when existing space in such Premises has been exhausted.

1.8.3 TWTC will provide CBT with a two (2)-year rolling forecast of its estimated requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in this Section.

1.9 Security Arrangements. TWTC shall comply with reasonable security arrangements as designated by CBT so long as such arrangements are only as stringent as those CBT maintains at its own premises for its own personnel or authorized contractors.

1.9.1 CBT shall limit access to its Central Offices to only those individuals to whom (i) CBT has provided keys, or (ii) CBT has provided the access code for card readers where card readers are the sole means of entry into such Central Offices, as the case may be.

1.9.2 If TWTC elects to obtain cageless collocation (i.e., place its equipment in unused space (not restricted to a common area) within a CBT premises without an enclosure), access to the area in which TWTC's Physical Collocation Space is located shall not be limited by CBT beyond the customary security arrangements that CBT maintains with respect to its own employees, agents, contractors, subcontractors or other representatives.

1.10 Subcontractor and Vendor Approval. TWTC shall select an equipment installation vendor which has been approved as a CBT Certified Vendor to perform all engineering and installation work required in the Physical Collocation Space. CBT shall provide TWTC with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing TWTC's equipment and components, performing operational tests after installation is complete, and notifying CBT's equipment engineers and TWTC upon successful completion of installation. The Certified Vendor shall bill TWTC directly for all work performed for pursuant to this Agreement and CBT shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. In addition, CBT shall allow TWTC to have a CBT-approved vendor install updates to Collocated equipment, including software updates. CBT shall consider, and shall not unreasonably deny, certifying TWTC as a Certified Vendor.

1.11 Delivery of Collocated Space.

1.11.1 CBT shall provide TWTC with a single point of contact for all inquiries regarding Collocation. TWTC shall request space for Collocation by delivering a written request to CBT. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities TWTC will require for such space, (iv) the equipment to be housed in such space, (v) TWTC's anticipated power requirements for the space, (vi) any then known extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate TWTC's Collocated equipment, (vii) the specific level of diversity for fiber (or other facility as per TWTC's Bona Fide Request) and power cabling to and from the Collocated space and (viii) the date on which TWTC intends to initiate service from such space. For up to 5 applications submitted within a 15 day period, CBT shall notify TWTC in writing within ten (10) Business Days of receiving TWTC's request for Collocation as to whether the requested space is available. For more than 5 applications submitted within a 15 day period, the response interval shall be negotiated by the Parties. If space is not available for Physical Collocation, CBT shall specify in its notice to TWTC when space for Physical Collocation will be made available to TWTC and shall offer to TWTC Virtual Collocation Space in accordance with Section 1.11.3 of this Schedule.

1.11.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of TWTC's request, CBT shall include in its notice to TWTC (i) the space to be provided and (ii) whether CBT can deliver the space to TWTC by the date set forth in (c) below.
- (b) If TWTC's requested Physical Collocation space is available, CBT and TWTC shall have a joint planning meeting and an initial walkthrough of such space within ten (10) Business Days after CBT's receipt of TWTC's Initial COBO Payment. CBT shall, within 10 Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of TWTC that will be billed as extraordinary expenses and provide for a parallel installation sequence. At such meeting, the Parties will agree to the design of the collocation space and the equipment configuration requirements.
- (c) CBT shall deliver to TWTC the requested space on or before the later of (i) 120 days from CBT's receipt of TWTC's request for Collocation, (ii) 120 days from the receipt of TWTC's Initial COBO Payment (as provided in (d) below, and (iii) such other reasonable date that the Parties may agree upon. CBT will use its best efforts to meet TWTC's request for an accelerated due date.
- (d) Delivery of Physical Collocation Space

(i) Upon receiving the written notification of the availability of Collocation space from CBT, TWTC shall send written verification that it still requires each Collocation space requested on TWTC's application for which space is available. This written verification is TWTC's firm order for service for each Collocation space requested. TWTC's written verification shall be accompanied by TWTC's payment of forty percent (40%) of all applicable Central Office Build-Out ("COBO") fees (the "Initial COBO Payment"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual service date. Material changes (e.g. increase in floor space or additional equipment added) to the request may require additional application(s) by TWTC and additional response(s) prepared by CBT. Such material changes shall toll the interval for construction while the additional response is being prepared.

(ii) So long as TWTC has a satisfactory credit rating with CBT for the twelve (12)-month period preceding the date of TWTC's request for Collocation pursuant to Section 1.11, TWTC shall pay the COBO charges as follows:

Initial COBO Payment: 40% of COBO charges

Delivery by CBT of confirmation
that construction of space is fifty percent
(50%) complete: 40% of COBO charges

Completion of space conditioning: 20% of COBO charges

If TWTC's credit rating is not satisfactory within the aforementioned period, TWTC's method of payment of the COBO charges shall be in accordance with the provisions of CBT's applicable tariff.

(iii) TWTC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by CBT to prepare the Collocation space for the installation of TWTC's equipment and for extraordinary costs to maintain the Collocation space for TWTC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. CBT will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly

among itself, TWTC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to TWTC prior to commencing such work. Extraordinary costs will only be billed to TWTC if such costs have been authorized by TWTC. CBT must advise TWTC if extraordinary costs will be incurred within twenty (20) Business Days of TWTC's request for space. Otherwise, TWTC will not be responsible for such costs. If TWTC does not wish to incur extraordinary costs for preparation of the Collocation space after receiving CBT's proposal, CBT will offer TWTC alternative space that does not require the same preparation costs, if available and feasible for CBT. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

(iv) Within ten (10) Business Days after the initial walkthrough referenced in Section 1.11.2(b), CBT shall provide to TWTC a written proposal that covers TWTC's requirements for the space and details the associated requirements and the applicable charges required to meet TWTC's specific request (including any extraordinary costs proposed by CBT in accordance with Section 1.11.2(d)(iii)) and the expected service date. TWTC shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to CBT. Upon receipt of TWTC's signed proposal, CBT will begin the work and charge TWTC for the actual time and material needed to complete the modifications, plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%).

(v) Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, TWTC shall obtain CBT's written approval of TWTC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities, which approval shall not be unreasonably withheld or delayed. CBT may make reasonable request for additional information before granting approval and may reasonably require scheduling changes. TWTC shall indicate on the drawings provided by CBT, pursuant to Section 1.15, TWTC's plans for equipment to be installed in the Collocation space prior to commencing installation.

(vi) CBT shall have the right to inspect TWTC's completed installation of equipment and facilities prior to TWTC turning up such equipment and facilities. TWTC shall provide written notification to CBT when TWTC has completed its installation of equipment and facilities in the Collocation space, and CBT shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify TWTC that CBT is not exercising its right to inspect such Collocation space at that time and that TWTC

may turn up its equipment and facilities. Failure of CBT to either inspect the Collocation space or notify TWTC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CBT not to inspect such Collocation space. TWTC shall have the right to be present at such inspection, and if TWTC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of TWTC's Collocated equipment and facilities, TWTC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

(vii) CBT shall have the right to make periodic inspections of TWTC's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. CBT will notify TWTC in writing not less than two (2) Business Days in advance of such inspections, and TWTC shall have the right to be present at the time of such inspection. If TWTC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of TWTC's Collocated equipment and facilities, TWTC must modify its installation to achieve compliance.

- (e) If CBT does not provide TWTC with its Collocated space by the Delivery Date and such delay is caused directly by CBT's actions or its failure to act (and not by a TWTC Delaying Event), TWTC shall receive a credit of 1/60th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) CBT may begin billing TWTC for recurring charges for the Collocated space on the Occupancy Date. For purposes of this Schedule 16, "Occupancy Date" shall mean the date on which such space is made available for TWTC's use (i) the Parties have completed the acceptance walkthrough of TWTC's Physical Collocation Space, and (ii) no material exceptions for such space have been noted or remain outstanding. TWTC shall vacate the Collocated space if (i) another eligible carrier has requested collocation and no other space is available, (ii) TWTC fails to Interconnect to the CBT network within 150 days of the Occupancy Date, and (iii) such carrier agrees to reimburse TWTC for the COBO charges and extraordinary costs paid by TWTC with respect to the space. If TWTC is required to vacate the space pursuant to this Section 1.11.2(f), TWTC shall vacate such space within 90 Business Days of the earliest to occur of the foregoing events. If, after vacating a space, TWTC still requires Collocation in that Premises, TWTC shall be required to submit a new request for Collocation pursuant to Section 1.11.1.

- (g) CBT shall provide positive confirmation to TWTC when construction of TWTC Collocated space is fifty percent (50%) completed. The Committee will establish criteria for determining 50% completion. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.
- (h) After completion of construction but prior to occupancy, TWTC and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions (i.e., “punchlist items”) that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction of these exceptions from TWTC’s original request for Collocation, as modified by any changes requested by TWTC, shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by TWTC.
- (i) TWTC shall pay the incremental cost incurred by CBT as the result of any TWTC Change Order applicable to construction of Physical Collocation space.
- (j) The Committee shall identify at least one contact for each Party, including name(s) and telephone number(s), responsible for the following areas relating to Collocation:
 - 1. Engineering;
 - 2. Physical and Logical Security;
 - 3. Provisioning;
 - 4. Billing;
 - 5. Operations;
 - 6. Site and Building Managers; and
 - 7. Environmental and Safety.
- (k) The Committee shall also establish an escalation process which includes names, telephone numbers and escalation order for each Party in order to resolve disputes that may arise pursuant to the Parties' Collocation of equipment hereunder.

1.11.3 Virtual Collocation.

- (a) If TWTC requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and TWTC elects Virtual Collocation, and such Virtual Collocation is available at the time of TWTC's request, CBT shall include in its notice to TWTC described in Section 1.11.1, (i) the space to be provided and (ii) whether CBT can deliver the space to TWTC by the date set forth in (c) below.

- (b) CBT and TWTC will have an initial walkthrough of the Collocated space to be provided to TWTC for Virtual Collocation on the date that is the earlier of (i) 10 Business Days after CBT's verification of the Virtual Collocation space to be provided to TWTC and (ii) 14 calendar days after CBT's receipt of TWTC's request for Virtual Collocation.
- (c) CBT shall deliver to TWTC the requested space on or before the later of (i) 60 days from CBT's receipt of TWTC's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CBT to deliver to TWTC such space within 60 days (such date of delivery referred to as the "Delivery Date") and CBT notified TWTC of this fact within 10 Business Days from CBT's receipt of TWTC's request.
- (d) Delivery of Virtual Collocation Space
 - 1) CBT shall allow periodic inspections of Virtual Collocation space where TWTC equipment is located upon reasonable advance notification.
 - 2) CBT shall ensure that all applicable alarm systems (e.g., power) that support TWTC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified and notification shall be sent to TWTC as soon as reasonably possible.
 - 3) Virtual Collocation shall be provided in accordance with the terms and conditions of Tariff F.C.C. No. 35, Section 17.11, provided, however, if any provision of such tariff is inconsistent with the Act, the Act shall govern.
- (e) CBT shall provide positive confirmation to TWTC when construction of TWTC Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (f) After completion of construction and on or before the Delivery Date, TWTC and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than 30 days after the walkthrough. The correction of these exceptions from TWTC's original request for Collocation, as modified by any changes requested by TWTC, shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by TWTC.

1.12 Additional Requirements. The following additional requirements shall be applicable to Physical Collocation only:

1.12.1 If TWTC elects to enclose the Physical Collocation Space, access to TWTC's Collocation Space shall be limited by CBT and TWTC (i) to employees, agents, contractors, subcontractors, or other representatives of TWTC, (ii) if applicable, to an TWTC sub-lessee and such sub-lessee's employees, agents, contractors, subcontractors or other representatives, and (iii) to CBT employees, agents, and contractors to the extent they have the right to access TWTC's Physical Collocation Space pursuant to this Agreement.

1.12.2 If TWTC elects not to enclose the Physical Collocation Space and to place the Physical Collocation Space in a common collocation area within the CBT premises, access to the area in which TWTC's Physical Collocation Space is located shall be limited by CBT and TWTC (i) to employees, agents, contractors, subcontractors, or other representatives of TWTC and any other telecommunications carrier (including, if applicable, any sub-lessee of TWTC), its agents, contractors, subcontractors or other representatives of such telecommunications carrier, collocating equipment in the same common collocation area as TWTC, and (ii) to CBT employees, agents, and contractors to the extent they have the right to access TWTC's Collocation Space pursuant to this Agreement.

1.12.3 Subject to space limitations and TWTC's compliance with the applicable request process and payment requirements for the space, CBT shall provide space, as requested by TWTC, to meet TWTC's needs for placement of equipment necessary for Interconnection and access to Network Elements.

1.12.4 CBT shall allow requests for contiguous space in increments as small as a single bay or rack of equipment if the space is not subject to outstanding requests by other Telecommunications Carriers.

1.12.5 Other than reasonable security restrictions, CBT shall place no restriction on access to the TWTC Collocated space by TWTC's employees and designated agents. Such space shall be available to TWTC designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those CBT places on its own personnel or independent contractors.

1.12.6 For each building in which Collocated space is provided and upon request by TWTC for that building, CBT will, provide TWTC with information known to it concerning environmental, health and safety conditions.

1.12.7 CBT shall permit TWTC to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by TWTC's work center; provided, however, that no such TWTC-installed equipment shall interfere with the existing use of the Central Office.

1.12.8 TWTC need not obtain prior approval from CBT to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional engineered power.

1.12.9 Central Office power supplied by CBT into the TWTC equipment area shall be supplied in the form of fused power feeds from CBT's power distribution board to TWTC's BDFB located in the designated TWTC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of TWTC equipment. The termination location shall be as mutually agreed upon by the Parties.

1.12.10 CBT power equipment supporting TWTC's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the TWTC Collocated space, at a level above the top of TWTC's equipment plus or minus two (2) feet to the left or right of TWTC's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for TWTC equipment upon completion of the equipment node construction in accordance with TWTC's request for Collocation.

1.13 Pricing. The prices charged to TWTC for Collocation are set forth in the Pricing Schedule.

1.14 Billing. CBT shall bill TWTC for Collocation pursuant to the requirements of Section 30.6 to this Agreement.

1.15 Common Requirements. The following requirements are applicable to both Physical and Virtual Collocation:

1.15.1 CBT shall provide to TWTC any interoffice facilities that TWTC requests and that CBT provides by tariff or contract to any carrier.

1.15.2 TWTC may provide basic telephone service with a connection jack for the Collocated space.

1.15.3 CBT shall provide adequate lighting, ventilation, power, heat, air conditioning and other environmental conditions for TWTC's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

1.15.4 CBT shall provide access, where available, to eyewash stations, shower stations, bathrooms and drinking water within the Collocated facility on a twenty-four (24)-hours-per-day, seven (7)-days-per-week basis for TWTC personnel and its designated agents.

1.15.5 CBT shall provide ingress and egress of fiber cabling to TWTC Collocated spaces. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation.

1.15.6 CBT shall provide TWTC with written notice four (4) Business Days prior to those instances where CBT or its subcontractors may be performing non-emergency work that may affect the Collocated space occupied by TWTC or the AC and DC power plants that support TWTC equipment. CBT will inform TWTC by telephone of any emergency-related activity that CBT or its subcontractors may be performing that may affect the Collocated space occupied by TWTC or the AC and DC power plants that support TWTC equipment. Notification of any emergency-related activity shall be made as soon as practicable after CBT learns that such emergency activity is necessary.

1.15.7 TWTC shall not be required by CBT to relocate its equipment during the Initial Term or any Renewal Term. If TWTC, at CBT's request, agrees to relocate its equipment, then CBT shall reimburse TWTC for any and all costs reasonably associated with such relocation.

1.15.8 Should CBT sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, CBT shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

1.15.9 Power, as referenced in this Article XIV, refers to any electrical power source supplied by CBT for TWTC equipment. It includes all superstructure, infrastructure and overhead facilities, including cable, cable racks and bus bars. CBT will supply power to support TWTC equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. CBT shall supply power to TWTC at parity with that provided by CBT to itself or to any third person. If CBT performance, availability or restoration falls below industry standards, CBT shall bring itself into compliance with such industry standards as soon as technologically feasible.

1.15.10 Subject to space limitations and TWTC's compliance with the applicable request process and payment requirements of this Agreement, CBT shall provide power to meet TWTC's reasonable needs for placement of equipment, Interconnection or provision of service.

1.15.11 Both TWTC's power equipment and CBT's power equipment supporting TWTC's equipment shall comply with applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout.

1.15.12 CBT will provide TWTC with written notification within five (5) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of or causes an outage or any type of power disruption to TWTC equipment located in the CBT facility. The Parties will then agree upon a plan to manage the outage so as to minimize customer interruption. CBT shall provide TWTC prompt notification by telephone of any emergency power activity.

1.15.13 Power plant alarms and Cabling shall adhere to Bellcore Network Equipment-Building Systems (NEBS) Standards TR-EOP-000063.

1.15.14 CBT shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

1.15.15 CBT shall, within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation or within ten (10) Business Days after the initial walkthrough for Virtual Collocation, provide TWTC with a copy of any existing drawings showing TWTC's proposed Collocation space and any related CBT facilities, and provide information relating to measurements for necessary TWTC cabling that are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as CBT charges other Telecommunications providers for the provision of the foregoing drawings and information, TWTC shall reimburse CBT for the costs, if any, incurred by CBT to provide TWTC with such drawings and information.

1.16 Protection of Service and Property. Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees and agents agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

1.16.1 CBT and TWTC shall restrict access to TWTC equipment, support equipment, systems, tools and data, or spaces that contain or house TWTC equipment enclosures to TWTC employees and other authorized non-TWTC personnel to the extent necessary to perform their specific job functions.

1.16.2 TWTC shall comply at all times with reasonable security and safety procedures and existing requirements that are established by CBT and communicated to TWTC, so long as such procedures are only as stringent as those CBT maintains at its own premises for its own personnel or authorized contractors.

1.16.3 CBT shall allow TWTC (i) for TWTC's Physical Collocation spaces, seven (7)-day, twenty-four (24)-hour access to inspect or observe spaces that house or contain TWTC equipment or equipment enclosures and CBT shall furnish TWTC with keys, entry codes, lock combinations, and other materials or information that may be needed to gain entry into any secured TWTC space, subject to Section 1.16 and Article XXVIII, and (ii) for TWTC's Virtual Collocated space, access during the applicable Premises' Normal Business Hours to inspect or observe TWTC equipment.

1.16.4 For enclosed Physical Collocation (i.e., not "cageless" collocation), CBT shall furnish to TWTC a current written list of CBT's employees who CBT authorizes to enter TWTC's Physical Collocation space, with samples of the identifying credential to be carried by such persons. Access by such persons is limited to emergencies.

1.16.5 CBT shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that CBT secures external access to spaces that house CBT's equipment.

1.16.6 For Physical Collocation, CBT shall limit the keys used in its keying systems for TWTC's specific Physical Collocation space which contain or house TWTC equipment or equipment enclosures to its employees and representatives for emergency access only. TWTC shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that TWTC shall immediately provide CBT with such new keys.

1.17 Nothing herein shall prevent TWTC from utilizing existing Collocation facilities, purchased from tariffs, for local Interconnection with CBT.

2.0 Physical Collocation Space Reservation

Space for Physical Collocation may be reserved on the following basis:

2.1 TWTC may reserve additional space in a CBT Central Office in which it has (or is ordering) Physical Collocation for permitted telecommunications-related equipment.

2.2 A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system ("Reservation Charge").

2.3 The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of CBT by TWTC in the particular Central Office.

2.4. The reservation takes a priority based on the time at which it is made.

2.5 In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized by date. The holder(s) of the lowest-priority reservation(s) that, when considering all higher-priority reservations, still represent(s) available space sufficient to fill the order(s) for Physical Collocation (each, an "Option Party") will be given the option of "enforcing" or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next-higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the time CBT received the reactivation reservation and payment of another Reservation Charge. The holder(s) of the reservation(s) with the next-higher priority will be required to

enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

2.6 The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

2.7 In a Central Office, CBT may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service, including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.
- The total amount of space reserved cannot exceed the amount of space CBT is currently using in the Central Office.

2.8 CBT shall enforce its reservation in the same manner in which TWTC and other collocating Telecommunications Carriers shall be required to enforce their reservations

3.0 Cancellation. TWTC may cancel its bona fide firm order for Central Office space at any time prior to occupancy. If TWTC cancels its order for the Collocation Space(s), TWTC will reimburse CBT for any reasonable and demonstrable expenses actually incurred by CBT pursuant to the Pricing Schedule up to and including the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount TWTC would have otherwise paid for work undertaken by CBT if no cancellation of the order had occurred. CBT shall refund to TWTC any monies previously paid by TWTC but not expended by CBT less any reasonable and demonstrable expenses incurred by CBT.

4.0 TWTC shall indemnify and hold harmless CBT for any damage or Loss to CBT's personnel or property (including CBT's premises and any equipment contained therein), and for any damage of Loss to third parties for which CBT may be held responsible, which is caused by the presence of TWTC's equipment and/or TWTC's personnel in CBT's premises.

CBT shall indemnify and hold harmless TWTC for any damage or Loss to TWTC's personnel or collocated property, and for any damage of Loss to third parties for which TWTC may be held responsible, which is caused by the presence of CBT's equipment and/or personnel in a CBT premises where TWTC is collocated.